

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

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December 22, 2003

TO: LIHEAP SERVICE PROVIDERS

SUBJECT: 2004 LIHEAP Contract

Enclosed is your 2004 Low-Income Home Energy Assistance Program (LIHEAP) Contract, allocation spreadsheet, exhibits, State Median Income (SMI) guidelines and summary information on the new LIHEAP formula. The contract term is January 1, 2004 through December 31, 2004.

LIHEAP Formula Subcommittee

As you probably know, because of the release of the 2000 census data, California's LIHEAP distribution formula is required to be updated to reflect changes in the low-income population. I recommended to the LIHEAP Service Providers Committee last November 2002, that although I had the authority to change the formula by administrative fiat, I would strongly prefer that the new formula be developed by consensus by a subcommittee of the Providers Committee. The Providers Committee agreed and organized the LIHEAP Formula Subcommittee (LFS), Chaired by Paul White of Fresno. I indicated that in the event the LFS could not reach a consensus agreement, I would attempt, through shuttle diplomacy, to craft a consensus agreement and if such an agreement could not be reached, I would reluctantly promulgate a formula under my authority as Director.

With the aid of a professional facilitator/mediator, the LFS worked very hard over several months to develop an updated formula. Although the LFS was able to reach a consensus on updating and modifying the existing Three Factor Formula (TFF), they were unable to agree on how to apply the new TFF.

Using what I learned from the LFS meetings, over the past few months, I worked with my staff on devising nearly 50 different formula ideas. Because an updated TFF was reached by consensus by the LFS, I felt compelled to utilize this TFF as a building block for any new formula I developed. Ultimately, I developed a formula that I presented individually to the members of the LFS. Some LFS members recommended changes that I ultimately incorporated.

The response to the proposal has been, for the most part very, positive. Not counting the L.A. Providers that dropped out of the LFS mid-way, 16 of the 18 agencies represented on the LFS have given their support to the proposal (see attached list). Several agencies not represented on the LFS also indicated their support for the proposal. It should be noted that even though the proposed formula does not have the consensus of all the L.A. providers, they have indicated they will not try to overturn my decision.

Summary of New LIHEAP Formula

In my opinion, the major stumbling block to implementing the new TFF was that several LIHEAP Service Providers agencies would suffer significant cuts and several agencies would

receive significant increases. Hence, the proposal I adopted phases-in small reductions or small increases over a five-year period. At year six, the TFF will be updated to reflect available new data. To help those agencies that will have reductions (I call non-gainers) in their allocations, available carry-over will be used to prevent any non-gainers from losing more than 10% of their 2003 allocation for any given year. Any unused carry-over will be distributed to the gainers using the new TFF. Since no non-gainer agency will be losing more than 10% in Program Year 2004, all the existing carry-over will be distributed to the gainers using the new TFF. If carry-over for any future year falls below the level needed to ensure that non-gainer agencies are not reduced more than 10% of their 2003 allocation, the shortfall will be taken off the top of the net LIHEAP allocation given to California that year. Under no circumstances shall any agency have its base appropriation reduced by more than 30% of its 2003 allocation. Any future increases or decreases to the LIHEAP allocation to California will be shared proportionately by all agencies.

For more details on the allocation formula and projected allocations over the next five years, please see the attached spreadsheet, spreadsheet footnotes and comparison of the old and new TFF formula. Aside from the award amounts, the attached spreadsheet also includes the amount of future subsidies needed to prevent the non-gainers from being reduced more than 10% for any given year. Note: The spreadsheets do not reflect any potential increases to our state's allocation.

Intake Costs

The adopted proposal also includes a CSD administrative change that will increase the dollar amounts available for administrative costs. This is of particular importance to smaller agencies. Starting with the 2004 Program Year, intake shall be considered a program cost. CSD has included the maximum 2% of program costs for intake in your contract Exhibit B – Attachments II and III.

Status of LIHEAP Allocation and Current 2004 Contract Amount

As expected, Congress has not passed the 2004 Federal budget and LIHEAP is being partially funded by a Continuing Resolution. To ensure that there are no gaps in service delivery, contractors may request up to 100% of their allocation as an advance. The contract amount currently consists of 25% of last year's allocation based on the above referenced allocation formula, \$2.45 million in leveraging funds, \$2.1 million in 2000/2001 carryover funds (additional carryover will be allocated in subsequent amendments), and I have added the department's administrative funds which I am deferring until we have been advised of our final LIHEAP grant award, and a final contract amendment is issued.

Contract Change Highlights

The following are highlights of changes I have approved in the 2004 LIHEAP Contract:

- Outreach reimbursement is no longer contingent upon your cumulative allowable program expenditures for ECIP, HEAP and Weatherization.
- Weatherization of households. Contractors are allocated up to 2% of the LIHEAP LIHEAP Service Providers

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allocation for intake services. Should you require additional funds, in excess of the 2% intake allocated, costs may be charged to administration for Weatherization.

Contractors are allocated a training budget of up to 2% of your Weatherization budget. Reimbursement will not be contingent on the weatherization of households. This will provide you with flexibility in meeting the training needs of your crewmembers.

- The administrative Weatherization and Assurance 16/ECIP, HEAP budget line items, and reporting forms have been consolidated into a singular line item. The programmatic Weatherization budget line items and reporting forms have also been consolidated into a singular line item. Contract language was removed that required contractors to itemize purchases on the budgets and reporting forms.
- Weatherization measures and services under payment guidelines were re-organized for simplification, as well as to establish consistency between the DOE and LIHEAP programs.
- Contractor Post Weatherization Inspection activity was added at a reimbursement of up to \$90.00 per dwelling. Contract language was added to require inspection of 25% of the total number of completed dwellings weatherized, and that they must be proportional to the number of completed units reported in each reporting period.
- Exhibit H, Priority Plans was expanded to include a description of Assurance 16 and Outreach activities.

Enclosed are the 2004 SMI guidelines to be used in determining client eligibility beginning January 1, 2004. For the non-consideration programs (Gas and Electric, Fast Track), the CLASS system will not accept 2004 LIHEAP applications until Tuesday, January 20, 2004. During the interim, contractors are encouraged to provide intake using the 2004 SMI guidelines. In addition, the benefit levels for the non-consideration program components have been restructured in accordance with individual energy costs. If you have any questions regarding the use of the SMI guidelines, please contact your Field Representative.

I would like to thank you for your participation in the development of the 2004 LIHEAP Contract. Your input and comments continue to serve as a valuable resource to the department, and I look forward to our continued partnership in helping low-income Californians address their energy needs in 2004.

May you, and those you serve, have a wonderful and joyous holiday season.

Sincerely,

TIMOTHY M. DAYONOT
Director

Enclosure

Sixty Percent of State Median Income for 2004 LIHEAP

Size of Family Unit or Number in Household	Federal percentage of Base (\$38,257.00)	Monthly Income	Yearly Income
1	52%	\$1,657.75	\$19,893
2	68%	\$2,167.83	\$26,014
3	84%	\$2,678.00	\$32,136
4	100%	\$3,188.08	\$38,257
5	116%	\$3,698.16	\$44,378
6	132%	\$4,208.25	\$50,499
7	135%	\$4,303.83	\$51,646
8	138%	\$4,399.50	\$52,794
9	141%	\$4,495.16	\$53,942
10	144%	\$4,590.83	\$55,090
11	147%	\$4,686.41	\$56,237
12	150%	\$4,782.08	\$57,385
13	153%	\$4,877.75	\$58,533
14	156%	\$4,973.33	\$59,680
15	159%	\$5,069.00	\$60,828

Annual income amounts for family sizes greater than six persons were determined based on the following calculation: Add 3% to 132% for each additional family member; multiply the new percentage by the yearly dollar amount (\$38,257.00) for a four-person family. Example: Household size of 7: 132% + 3% = 135% x \$38,257.00 = \$51,646.00 (rounded) / 12 = \$4,303.83 per month.

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2004 LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)
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EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide Weatherization (WX) assistance, Home Energy Assistance Program (HEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in Exhibit A, Section 2., pursuant to Title 42 of the United States Code (USC) Section 8621 et seq. (the Low-Income Home Energy Assistance Act of 1981, as amended, hereafter referred to as LIHEAP) and Government Code Section 16367.5 et seq., as amended.

2. The services shall be performed in the following service area:

3. Send all correspondence and fiscal and programmatic reports to:

State Agency:	Department of Community Services and Development
Section/Unit:	Field Operations
Address:	700 North 10 th Street, Room 258 Sacramento, CA 95814
Phone:	(916) 341-4200
Fax:	(916) 327-3153

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Consideration

- A. The total consideration payable by the State to Contractor under this Agreement shall be allocated as shown on the project-funding page that is attached to the face sheet of this Agreement and that is hereby incorporated by this reference.
- B. The total amount budgeted for Administrative Costs shall not exceed the limits as described in Exhibit B, Section 4. Adherence to Exhibit E, Section 4, Contractor Assurances and Certifications, is required and is not altered by the provisions of this section. Expenditures in excess of the budget total shall not be reimbursed by the State.
- C. The amount per round trip to work sites in excess of the 40-mile radius shall be reimbursable as specified in Exhibit B, Section 4.J.3) under this Agreement.

2. Nonconsideration Programs

A. ECIP: Electric and Gas (Fast Track)

ECIP Fast Track funds listed below shall not be made a part of the total consideration for this Agreement but shall be for Contractor's use as described in Exhibit B, Section 3.A.4)b., and Exhibit F, Section 15.A., which reflects the total amount of funds designated for Contractor's Fast Track Program and the implementation period.

Fast Track Allocation		Estimated Number
<u>County</u>	<u>Allocation</u>	<u>of Households</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
Total		\$ _____

B. HEAP: Electric and Gas Allocation

The amounts allocated to the HEAP Electric and Gas Program are listed below and are described in Exhibit B. These funds shall not be made a part of the total consideration for this Agreement but shall be for Contractor's use as described in Exhibit B, Section 3.A.3)b., and Exhibit F, Section 11., Special Provisions - Assurance 16 Activities:

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(Standard Agreement)

HEAP Electric and Gas Allocation

<u>County</u>	<u>Allocation</u>	<u>Estimated Number of Households</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
Total	\$ _____	_____

3. Programmatic Provisions

A. Payments

1) Advance Payments

- a. Upon written request by Contractor, the State may issue an advance payment to Contractor in an amount not to exceed 100 percent of the available amount of this Agreement as set forth on the STD. 213, item 3. Contractor shall submit an advance payment request on agency letterhead or on the CSD LIHEAP reporting forms.
- b. In the event this Agreement is amended to increase the consideration of this Agreement, a subsequent advance payment plus any previous advances already allowed shall not exceed 25 percent of the total consideration of this Agreement. Subsequent advance payments may be authorized by the State if Contractor requests such an advance payment on agency letterhead or on the CSD LIHEAP reporting forms. The need for such additional advance payment shall be based upon a review of Contractor's cash flow status as recorded on Contractor's current bimonthly expenditure report(s).
- c. Advance payments outstanding at the close of the eighth month of the contract term shall be offset against subsequent payments, if applicable. An exception to this provision is if Contractor draws down the entire amount of the Agreement prior to the eighth month. In this case, the State, in consultation with the Contractor, shall liquidate the advance earlier.

2) Subsequent Payments

- a. Subsequent payments to Contractor shall be contingent upon receipt by the State of the bimonthly expenditure and activity reports as required by Exhibit B, Section 3.B., of this Agreement.

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- b. Contractor shall be entitled to obtain a maximum average reimbursement of \$2,672 per dwelling unit weatherized for applying the conservation measures and activities described in Exhibit B, Attachment I. In the event that the Governor declares a State of Emergency or Local Emergency under Article 13 or 14 of the Emergency Services Act, the maximum average reimbursement shall be \$3,073 per dwelling unit.
 - c. The State of Emergency or Local Emergency includes a weather event relating to cold or hot weather, flood, earthquake, tornado, hurricane, ice storm/freeze; or an event meeting such other criteria as the Governor and/or the President, at their discretion, and/or their designee may determine to be appropriate.
 - d. In dwelling units in which the heating unit must be replaced, Contractor may expend a maximum average reimbursement of no more than \$3,740. This limitation includes all weatherization measures installed.
 - e. In dwelling units in which the heating/cooling unit must be repaired, Contractor may expend no more than \$1,183. This limitation does not include all weatherization measures installed.
 - f. Contractor shall invoice the State for accrued ECIP expenditures (excluding Fast Track) as required in Exhibit B, Section 3.B.1), of this Agreement.
 - g. Contractor shall invoice the State for accrued HEAP Wood, Propane, and Oil expenditures as required in Exhibit B, Section 3.B.1).
- 3) HEAP Payments
- a. Wood, Propane, and Oil
 - i. Contractor shall make payments for these activities as set forth in Exhibit F, Section 15.B.6).
 - ii. Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved ECIP, HEAP, and Weatherization, Assurance 16, and Outreach Priority Plans, Exhibit H.

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- b. HEAP Electric and Gas Payments
 - i. CSD has indicated the total dollars and the number of households to be assisted on Exhibit B, 2.B.
 - ii. Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of either a dual-party warrant, payable to the applicant and utility company; or, in the case where the cost of energy is included in applicant's rent, a single-party warrant shall be made, payable to the applicant.
 - iii. Contractor shall be responsible for monitoring the California LIHEAP Automated Services System (CLASS) on-line reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing agency's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing the State with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CLASS to reissue benefit(s).
 - iv. To determine client's energy burden, Contractor shall collect and maintain copies of all of the household's energy utility bills for the current month and, if applicable, receipt(s) for wood, propane, and oil.
 - v. Contractor shall utilize either the CLASS On-Line Entry method or, if precertified, the Database Transfer method to transmit client data. Contractor shall submit the data in accordance with the CLASS Reference Manual and CSD's data entry standards. Contractor shall assure that adequate files are maintained, as required in Exhibit F, Section 4, Record-Keeping Responsibilities.
 - vi. Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved

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Exhibit H, ECIP, HEAP, Weatherization, Assurance 16, and Outreach Priority Plans.

- vii. Contractor shall utilize the CLASS On-Line Entry method to transmit data for those clients completing a dual-purpose Energy Intake Form, CSD 43, who wish to apply for the California Alternate Rates for Energy (CARE) program with Pacific Power and Light and Avista Utilities.
- viii. Contractor shall expedite CARE only applications, Reduced Rate Program, Energy Intake Form, CSD 44, for Pacific Power and Light and Avista Utilities to CSD daily or no less than twice weekly. Contractor shall send a copy of the intake form and attachments as specified below to:

HEAP
P.O. Box 1947
Sacramento, CA 95812-1947

Mark the envelope "CARE APPS."
- ix. Contractor shall ensure the confidential handling of data provided either by applicants or CSD regarding either LIHEAP and/or the CARE Program.

4) ECIP Payments

- a. Wood, Propane, and Oil
 - i. Contractor shall make payments for these activities as set forth in Exhibit F, Section 15.B.6).
 - ii. Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Exhibit H, ECIP, HEAP, Weatherization, Assurance 16, and Outreach Priority Plans, Exhibit H, and the LIHEAP Eligibility and Verification Guide.
- b. ECIP Electric and Gas (Fast Track)
 - i. Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of a dual-party warrant, payable to the applicant and the utility company.

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- ii. Fast Track payments shall only be made when one or more of the following conditions exists:
- (a) The applicant must have received a disconnection notice, a 24- or 48-hour disconnection notice, or other utility service disconnection notice that would imply a life-threatening and/or emergency situation;
 - (b) Applicant's utility service has been terminated;
 - (c) Applicant requires assistance with establishing a new energy account; or
 - (d) Energy-related crisis or life-threatening emergency exists within the applicant's household.

The applicant must receive energy services and be billed directly by one of the following energy providers: a utility company (-ies) and/or a mobile home park that owns its own power source(s), or a submetering billing service with the statutory authority to shut off utility services.

Note: An emergency energy-related crisis does not exist if the cost of energy is included in the applicant's rent, in which case Fast Track payment(s) shall not be made.

- iii. To determine the client's energy burden, Contractor must collect and maintain copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil.
- iv. Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Exhibit H, ECIP, HEAP, Weatherization, Assurance 16, and Outreach Priority Plans, and the LIHEAP Eligibility and Verification Guide.
- v. Contractor shall ensure the confidential handling of data provided either by applicants or CSD regarding either LIHEAP and/or the CARE Program.
- vi. Contractor shall make payment guarantees with utility companies for clients experiencing a life-threatening energy crisis within 18 hours of completing intake and

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within 48 hours of completing intake for all other energy crises.

c. Furnace Repair or Replacement

- i. ECIP expenditures for furnace repair or replacement shall be reimbursed through the LIHEAP Bimonthly Assurance 16/ ECIP/HEAP Expenditure/Activity Report, CSD 670. Maximum reimbursement rates for these activities are \$1,000 for furnace repair and \$2,750 for furnace replacement. The reimbursement amount shall be equal to the actual cost of the materials up to the maximum rate. Labor cost is at \$45 per hour per person for labor and is not included in the maximum reimbursement rate. Maximum reimbursement rates and conditions differ when providing these activities under the Weatherization portion of this Agreement.
- ii. Contractor shall request from CSD no more than one reimbursement per furnace repaired or replaced per household using either the ECIP or Weatherization portion of this Agreement.
- iii. Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Exhibit H, ECIP, HEAP, Weatherization, Assurance 16, and Outreach Priority Plans.

d. Disaster/Emergency Services Provided Under ECIP

In the event of a disaster and/or an emergency declared by a local government, the Governor, or the President, Contractor may provide other energy-related services, such as blankets, generators, alternate fuel, etc., not specifically outlined in this Agreement to relieve an individual emergency. Contractor shall provide full justification by documenting the client file(s). Contractor shall invoice the State for these expenditures using the "Other" line item on the LIHEAP Bimonthly Assurance 16/Intake/ECIP/HEAP Expenditure/Activity Report, CSD 670.

B. Reporting

1) Bimonthly Reports

- a. Contractor shall ensure that bimonthly expenditure and activity reports, provided by CSD, for Weatherization, Assurance 16, ECIP

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and HEAP (excluding Fast-Track and HEAP) are submitted with an original signature and received by the State on or before the fifteenth calendar day following the reporting period, irrespective of the level of activity or amount of expenditure in the preceding period. The issuance of other CSD contracts, including reimbursement payments, to the Contractor shall be contingent upon timely receipt of the required reports of this Agreement.

- b. Due dates for bimonthly reports to CSD are as follows:

<u>Bimonthly Report Period</u>	<u>Report Due Dates</u>
January-February 2004	March 15, 2004
March-April 2004	May 15, 2004
May-June 2004	July 15, 2004
July-August 2004	September 15, 2004
September-October 2004	November 15, 2004
November-December 2004	January 15, 2005

2) HEAP and ECIP (Fast Track) Electric and Gas Reports

Utilizing reporting options available within the CLASS On-Line System, Contractors shall be responsible for generating HEAP and ECIP (Fast Track) reports to attain data specific to the following: a listing of HEAP/ECIP clients assisted for a specified period, detailed client information (social security number, address, utility company, intake date, client status), summarized county energy costs and burden, benefit amounts and totals (expenditures), returned benefits, summary of vulnerable populations groups served, and a year-to-date goal status summary.

3) Close-out Report

Contractor shall submit, on the appropriate CSD forms, a financial and programmatic close-out report and return all unexpended funds to the State within 90 calendar days after expiration of this Agreement. Final reimbursement to Contractor, if owed, shall be contingent upon receipt of this close-out report by the State. Administrative and outreach costs shall not exceed the maximum allowable amounts. Administrative costs shall remain proportionate to the cumulative allowable program expenditures. Any administrative costs that exceed these limits shall be disallowed. Subsequent payments for subsequent LIHEAP or other CSD contracts shall also be contingent upon timely receipt of the close-out report of this Agreement. The issuance of other CSD contracts including reimbursement to the Contractor shall be contingent upon receipt of the close-out report of this Agreement.

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4) Review

- a. The State shall review Contractor's bimonthly program operations reports and evaluate Contractor's demonstrated ability to effectively utilize all funds available under this Agreement.
- b. An amendment to the total consideration of this Agreement may occur as a result of the State's review of Contractor's performance related to program and fiscal operations.

4. Budget Definitions

A. Cost Reporting

All costs shall be reported using a "modified accrual" or "accrual" method of accounting.

B. Administrative Costs

- 1) Administrative Costs shall mean costs for accounting, auditing, monitoring assistance, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.
- 2) Local governments shall use OMB Circular A-87 (Cost Principles for State and Local Governments) as a guide for determining administrative costs.
- 3) Private, nonprofit corporations shall use OMB Circular A-122 (Cost Principles for Nonprofit Organizations) as a guide for determining administrative costs.
- 4) Reimbursement for weatherization administrative costs shall not exceed eight percent of the cumulative allowable program expenditures for weatherization.
- 5) Reimbursement for administrative costs for Assurance 16, ECIP, and HEAP shall not exceed the amount as set forth on the funding information page attached to the face sheet of this Agreement and is contingent upon the expenditure of cumulative allowable program funds.
- 6) Contractor shall not use other federal funds or CSBG funding for LIHEAP planning and administrative costs as based on the calculation described in Exhibit B, Sections 4.B.4) and 5) above. These costs must be paid from nonfederal funding sources.

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C. Assurance 16 Costs

Assurance 16 costs and its related services include those costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of delivering services. Assurance 16 shall be allocated at five percent (5%) of the total LIHEAP allocation and shall be reimbursed for actual cost at up to five percent (5%), contingent upon the expenditure of the cumulative allowable Consideration and Nonconsideration allocation. Assurance 16 costs include needs assessment, client education, counseling, and coordination with utility companies.

D. Program Costs (Weatherization)

Program costs are all allowable costs other than Administrative Costs.

E. Program Costs (ECIP)

Program costs include those costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of delivering services. Allowable costs include nonadministrative costs for outreach; its related services; Fast Track; wood, propane, and oil payments; and furnace repair or replacement.

F. Program Costs (HEAP Wood, Propane, and Oil)

Program costs include those costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of delivering services. Allowable costs include nonadministrative costs for outreach, its related services, and wood, propane, and oil payments.

G. Outreach Costs (ECIP, HEAP, and Weatherization)

Outreach costs shall be considered a program activity and include those costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of delivering services. Outreach shall be allocated at five percent (5%) of the total ECIP, HEAP, and Weatherization allocations. Outreach costs shall be reimbursed at actual cost up to five percent (5%).

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H. Intake Costs

Intake costs shall be considered a program activity and include those costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of delivering services. Intake shall be allocated at two percent (2%) of the total LIHEAP allocation and shall be reimbursed at actual cost up to two percent (2%) of the total LIHEAP contract allocation. Intake in excess of two percent (2%) may be charged as an administrative cost.

I. Training Costs (Weatherization)

Weatherization training costs shall be considered a program activity and include those costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of delivering services. Training shall be allocated at two percent (2%) of the total Weatherization allocation and shall be reimbursed at actual cost up to two percent (2%) of the Weatherization allocation.

Training costs are costs such as: Lead-Safe Weatherization Training, Basic Weatherization Training, Blower Door Diagnostic Training, and Combustion Appliance Safety Training. Contractor shall comply with the Weatherization training requirements as described Exhibit F, Section 14.A.

J. Payment Guidelines

- 1) The State shall pay Contractor for each completed dwelling at the rates listed on Exhibit B, Attachment I, Payment Guidelines for Weatherization Activities, which is attached and incorporated by this reference, not to exceed the average per dwelling unit costs as described in Exhibit B, Sections 3.A.2)b. and 3.A.4)c.i., provided that Contractor does not request payment for the same activity/measure, except for intake and dwelling assessment, from any other source. Contractor shall request from CSD no more than one reimbursement per furnace repaired or replaced per household using either the ECIP or Weatherization portion of this Agreement. Contractor may claim credit only for allowable measures and activities performed under this Agreement. In addition to the applicant eligibility criteria set forth in Exhibit F, Section 8.A., each dwelling unit shall be assessed for eligibility.
- 2) Contractor shall maintain for each dwelling that reimbursement is claimed a Dwelling Unit Assessment, CSD 554, or Contractor's equivalent, and a Weatherization Building Check and Job Order Sheet, CSD 540.

EXHIBIT B
(Standard Agreement)

3) Mileage

Contractor shall be credited \$.66 per mile for one round trip for any one dwelling weatherized. This credit is applicable only for those dwellings units in excess of a 40-mile radius from Contractor's materials storage site. If more than one dwelling is weatherized per trip, the mileage credit applies only to the dwelling serviced that is the farthest from Contractor's materials storage site or headquarters if the work is being performed by a subcontractor.

5. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

6. Attachments

The following attachments to this exhibit are hereby incorporated by this reference:

- A. Attachment I Payment Guidelines for Weatherization Activities
- B. Attachment II 2004 LIHEAP Weatherization Budget, CSD 557D (Rev. 10/03)
- C. Attachment III 2004 LIHEAP Assurance 16/Intake/ECIP/HEAP Budget, CSD 537E (Rev. 10/03)

EXHIBIT B
(Standard Agreement)

ATTACHMENT I: PAYMENT GUIDELINES FOR WEATHERIZATION ACTIVITIES

Reimbursement for dwelling assessment activities shall be made only for dwelling units weatherized under the terms of this Agreement. However, should the safety check of combustion appliances reveal hazards or other unsafe conditions requiring repair that preclude envelope-tightening measures and cannot be eliminated, Contractor will be allowed to claim reimbursement for outreach, safety check, and for the installation of measures identified by the footnotes listed at the end of this section. For those weatherization measures that have an established maximum rate, the reimbursement amount shall be equal to the actual cost of the materials and the labor up to the maximum rate. Labor cost is at \$45 per hour per person for labor and is included in the maximum reimbursement rate. All remaining weatherization measures are reimbursed at the fixed fee rates as noted.

ASSESSMENTS

PER DWELLING

Blower Door Test (Mandatory when applicable)	\$71.00 ¹
Combustion Appliance Safety Test	
Pre-Test	\$53.00
Post-Test (When applicable)	\$41.00
Duct Leakage Test	
Pre-Test	\$41.00
Post-Test (When applicable)	\$30.00
Nonblower-Door Assessment	
Units with attics	\$60.00
Units without attics	\$41.00
Contractor Post Weatherization Inspection	\$90.00 ²
(Reimbursement is allowable for the actual cost of the inspection activity at the \$45.00 per hour labor rate, up to a maximum of \$90.00 per dwelling.)	
For example:	
Nonblower-Door Assessment	\$ 60.00
Combustion Appliance Safety Test (Pre-Test)	<u>\$ 53.00</u>
Total	<u>\$113.00</u>

All feasible Health and Safety Measures, Insulation Measures and Mandatory Measures, must be installed before Optional Measures are provided.

EXHIBIT B
(Standard Agreement)

HEALTH & SAFETY MEASURES**PER DWELLING**

Health or Safety Hazard Repair or Replacement, per dwelling: (Indicate on the Energy Dwelling Unit Assessment, CSD 554, or Contractor's equivalent, what health or safety conditions are to be addressed.) Includes the repair of unsafe conditions identified as "Required Repairs" in the CSD Weatherization Installation Standards (WIS) and Combustion Appliance Safety Inspection Form (CASIF).

Gas Range Repair or Replacement	Maximum \$2,338.00 ^{3, 4, 5}
Gas Water Heater, Repair or Replacement	Maximum \$877.00 ^{3, 4, 5}
Heating Source Repair	Maximum \$1,183.00 ^{3, 4, 5, 6}
Vented Heating Source Replacement	Maximum \$3,740.00 ^{3, 4, 5}
Wood-Fueled Space Heater	Maximum \$1,893.00 ^{3, 4, 5, 6, 7}
Carbon Monoxide Alarm, one or more (Must be installed if there are operating carbon monoxide-producing appliances.)	Maximum \$188.00 ⁸

MANDATORY MEASURES

If feasible, Insulation Measures must be installed prior to the installation of any Non-Priority Mandatory and Optional Measures. Non-Priority Mandatory measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures, need not be installed in priority order.

PRIORITY MANDATORY MEASURES
INSULATION MEASURES

PER DWELLING

Attic Venting, per dwelling	Maximum \$355.00 ^{8, 9}
Ceiling Insulation	Ceiling ⁸ Kneewall ⁸
R-11, per square foot	\$.40 \$.53
R-19, per square foot	\$.53 \$.60
R-30, per square foot	\$.60 N/A
R-38, per square foot	\$.70 N/A
Duct Insulation, per linear foot of duct	\$3.10 ⁸

NONPRIORITY MANDATORY MEASURES
INFILTRATION REDUCTION MEASURES

PER DWELLING

Caulking, per dwelling	Maximum \$77.00 ^{10, 11}
------------------------	-----------------------------------

EXHIBIT B
(Standard Agreement)

Cover Plate Gaskets, per dwelling	\$33.00 ^{10, 11}
Duct and Register Repair/Replacement	Maximum \$1,223.00 ¹¹
Glass Replacement, per dwelling	Maximum \$888.00 ¹¹
Minor Envelope Repair, per dwelling	Maximum \$887.00 ^{6, 10, 11, 12}
Weatherstripping, Hinged Exterior Door, per door	\$39.00 ^{10, 11}
Weatherstripping, Other, per linear foot	\$2.10 ^{10, 11, 13}

GENERAL HEAT WASTE MEASURES**PER DWELLING**

Evaporative Cooler/Air Conditioner Vent Cover, per cover	\$66.00 ¹⁰
Hot Water Flow Restrictor, Faucet Restrictor, per device	\$8.00 ⁸
Hot Water Flow Restrictor, Low Flow Showerhead, per device	\$27.00 ⁸
Water Heater Blanket, per blanket	\$33.00 ⁸
Water Heater Pipe Wrap, per linear foot of pipe	\$2.10 ⁸

ELECTRIC BASE LOAD MEASURES**PER DWELLING**

Compact Fluorescent Lamps Hard-Wired, limit one per dwelling	Maximum \$129.00 ⁸
Compact Fluorescent Lamps Thread-based Compact, limit five per dwelling, for a maximum of \$80 per dwelling	Maximum \$16.00 ⁸
Electric Water Heater Repair or Replacement	Maximum \$619.00 ⁸
Fluorescent Torchiere Lamp Replacement, limit one per dwelling	Maximum \$65.00 ⁸
Microwave Oven	Maximum \$284.00 ⁸
Refrigerator Replacement	Maximum \$1,032.00 ^{8, 14}

EXHIBIT B
(Standard Agreement)

OPTIONAL MEASURES**PER DWELLING**

Air Conditioning Unit Repair, per dwelling	Maximum \$1,183.00 ^{3, 4, 6, 8, 14, 15}
Ceiling Fans, per dwelling	Maximum \$176.00 ⁸
Electric Base Load Evaporative Cooler Installation New Roof Unit	Maximum \$975.00 ^{4, 5, 8, 16, 17}
New Wall Unit	Maximum \$850.00 ^{4, 5, 8, 16, 17}
New Window Unit	Maximum \$780.00 ^{4, 5, 8, 16, 17}
Replace Roof Unit	Maximum \$850.00 ^{4, 5, 8, 16, 17}
Replace Wall Unit	Maximum \$655.00 ^{4, 5, 8, 16, 17}
Replace Window Unit	Maximum \$655.00 ^{4, 5, 8, 16, 17}
Window/Wall Air Conditioner Replacement Replace Multistory Wall Unit	Maximum \$828.00 ^{8, 16, 17}
Replace Multistory Window Unit	Maximum \$660.00 ^{8, 16, 17}
Replace Single-Story Wall Unit	Maximum \$788.00 ^{8, 16, 17}
Replace Single-Story Window Unit	Maximum \$620.00 ^{8, 16, 17}
Electric Water Heater Timer, per timer	\$112.00 ⁸
Evaporative Cooler Repair, per cooler	Maximum \$89.00 ^{6, 8}
Filter Replacement for A/C or Furnace Unit, Filters Only	\$20.00 ^{6, 8}
Filter Replacement for A/C or Furnace, Filter Plus Filter Replacement Signal	\$27.00 ^{6, 8}
Floor Foundation Venting (Crawl Space Venting)	Maximum \$360.00 ^{8, 9}
Floor Insulation, over 36" clearance, per square foot	\$.83 ^{8, 18}
Floor Insulation, under 36" clearance, per square foot	\$.94 ^{8, 18}
Programmable Thermostat, per dwelling	\$157.00 ⁸

EXHIBIT B
(Standard Agreement)

Shadescreens, per square foot	\$3.30 ⁸
Shutters, per square foot	\$6.00 ⁸
Storm Windows, Fixed, per square foot	\$3.10 ¹⁰
Storm Windows, Operable, Glass, per square foot	\$8.25 ¹⁰
Storm Windows, Operable, Polycarbonate, per square foot	\$6.20 ¹⁰
Storm Windows, Operable, Vinyl, per square foot	\$6.00 ¹⁰
Tinted Film, per square foot	\$3.30 ⁸
Wall Insulation, per square foot	\$1.05 ⁸

Footnotes Section:

- 1 Following a determination that no combustion by-product hazards exist, pre-weatherization blower door testing is a mandatory activity on all mobile homes, manufactured homes, and all site-built dwellings with operable forced air units.
- 2 An inspection of twenty-five percent (25%) of the total number of dwellings weatherized under this Agreement must be completed in accordance with CSD Inspection Policies and Procedures. Inspections shall be proportional to the number of completed units in a reporting period and shall continue through the contract term. Reimbursement is allowable for the actual cost of the inspection activity at the \$45.00 per hour labor rate, up to a maximum of \$90.00 per dwelling.
- 3 May be classified as mandatory if safety hazard exists. May be installed as an optional measure if no safety hazard exists.
- 4 If required by local jurisdiction, a building permit must be obtained and finalized for vented appliance installations (Furnace, Boiler, Water Heater, Oven and Range, and Vented Space Heater), Evaporative Cooler, Central HVAC, and Wood-Fueled Space Heater installations. A copy of the finalized permit must be placed in client's file.
- 5 Special licensing is required for the installation of Central HVAC systems, Furnace, and Boilers. Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Oven and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob and tube wiring certification will always require a C-10 license.

EXHIBIT B
(Standard Agreement)

- 6 Also refer to the Energy Conservation Measures and Activity Definitions listed in Exhibit G, Materials Standards That Are Not Included in the CSD Weatherization Installation Standards, and Exhibit I, Definitions.
- 7 A wood-fueled space heater may only be installed if it is to be used to replace a fossil-fueled space heater and/or damaged or hazardous wood stove that cannot feasibly be repaired, i.e., cost of repair exceeds 50 percent (50%) of replacement cost, or existing unit is not a listed and labeled stove.
- 8 If a combustion appliance safety hazard or other unsafe conditions requiring repair is found to exist and cannot be repaired under the scope of the program, Contractor may apply the nonenvelope-sealing measures identified by this note.
- 9 Attic Venting, per dwelling, may only be performed in conjunction with ceiling insulation.
- 10 When using a blower door in conjunction with weatherizing a dwelling, do not apply these measures if the infiltration is less than the Minimum Ventilation Requirement or if the economic stop point for air sealing has been reached. (Refer to the Building Shell/Blower Door Use sections of the CSD Weatherization Installation Standards.) Does not apply to catastrophic leaks that are health and safety hazards, e.g., broken-out window, severely damaged door, etc.
- 11 When applying infiltration-reducing measures in conjunction with blower door testing, the crew hours set forth in the charts in Appendix A of the CSD Weatherization Installation Standards may be increased up to double the applicable amount for no more than the first 15 units weatherized by crews without prior experience. Does not apply when one or more crew members have participated in blower door weatherization of 15 or more dwellings.
- 12 When installing a Minor Envelope Repair Measure, the installation of deadbolt locks in conjunction with an exterior door replacement is allowable on rental units only. Reimbursement will be based on the material costs for the door, the deadbolt lock, and the labor.
- 13 Includes sliding glass doors and open-combustion appliance enclosure doors. Does not include weatherstrip applied to attic and crawl-space access hatches or to evaporative-cooler and air-conditioner covers. When insulation is not installed, applies to access hatches and windows.
- 14 Technicians performing evacuation and charging of refrigerant must have EPA-approved certification as a Type II or Universal technician. Refrigerant shall be recovered, and all hazardous waste materials shall be disposed of in conformance with federal, state, and local codes.
- 15 Do not perform if dwelling has an operative evaporative cooler.

EXHIBIT B
(Standard Agreement)

- 16 Electric Base Load Measures: Special training is a mandatory prerequisite for Contractors before performing Evaporative Cooler Installation and Window/Wall Air Conditioner Replacement. Contractor must contact CSD to schedule training.
- 17 Evaporative Cooler Installation and Window/Wall Air Conditioner Replacement are considered Electric Base Load Measures. For installation purposes, however, these measures may be installed as Optional Measures.
- 18 Crawl space height shall be documented on the Weatherization Building Check and Job Order Sheet.

INSTRUCTIONS
EXHIBIT B - ATTACHMENT II
2004 LIHEAP WEATHERIZATION BUDGET
CSD 557D (Rev. 10/03)

COLUMNS A AND B

Column A **Total of Section 1.A on page 2 of the 2004 LIHEAP contract.**

Column B **Total of Sections 1.A and 1.B on page 2 of the 2004 LIHEAP contract.**

SECTION 1 – ADMINISTRATIVE COSTS

Lines 1.a: Enter the total amount budgeted for all administrative costs for Columns A and B. Administrative costs includes salaries and wages, fringe benefits, facilities, utilities, equipment, telephone, travel, accounting, audit, insurance-bonding, office supplies, and miscellaneous.

SECTION 2 – INTAKE PROGRAM COSTS FOR WEATHERIZATION

Line 2.a Enter the amount of Intake allocated for Intake activities. Intake: The act of determining if a person seeking LIHEAP assistance is eligible for such services. Includes, but is not limited to, the process of completing an intake form and reviewing applicant's documentation in order to verify eligibility.

SECTION 3 – PROGRAM COSTS (Costs incurred as direct program activities)

Line 2.a: Enter the amount budgeted for program costs for Columns A and B. Program costs includes travel, dwelling assessment, equipment, weatherization materials, labor, storage, vehicle insurance, transportation to job site, maintenance – repair, and miscellaneous.

SECTION 4 – OTHER PROGRAM COSTS

Line 4.a: Enter the total amount budgeted for outreach activities in Columns A and B, i.e., flyers, brochures, advertisements, etc. **(Please note: Outreach is 5% of total Weatherization Budget, excluding carryover. For Column A, this amount is 5% of the amount in A. on page 2 of the consideration page of the contract. For Column B, this amount is 5% of the total amount of A. and B. on page 2 of the consideration page of the contract.)**

Line 4.b: Enter the amount budgeted for administrative/programmatic weatherization-related training in Columns A and B. **(Please note: Training costs must not exceed 2% of total Weatherization Budget.)**

Line 4.c: Enter the sum of line items for Columns A and B.

SECTION 5 – TOTAL BUDGET

Verify total allocation as provided by CSD.

SECTION 6 – TOTAL HOUSEHOLDS

Line 6.: Enter the total number of households projected to be weatherized during the 2004 Program Year in Columns A and B.

Line 6.a: Enter the projected percentage of Vulnerable Populations. No less than the percentage identified of the total households served will have at least one member who is:

- | | |
|---|--|
| 1. Elderly (60 Years and Older) | 3. Age 2 Years or Under |
| 2. Disabled | 4. Age 3 Years Through 5 Years |

Line 6.b: Enter the projected average Energy Burden percentage.
Households assisted with Weatherization services should have an average Energy Burden of no less than the percentage identified in this section. In addition, Contractors may give first priority to those households whose members have life-threatening emergencies.

INSTRUCTIONS
EXHIBIT B – ATTACHMENT III
2004 LIHEAP ASSURANCE 16/INTAKE/ECIP/HEAP BUDGET
CSD 537E (Rev. 10/03)

SECTION 1 – ASSURANCE 16 PROGRAM COSTS

Line 1.a: Enter the amount of Assurance 16 funds allocated for Assurance 16 activities.
Note: Assurance 16 allocation is a multipurpose program support of HEAP, ECIP, and Weatherization.

SECTION 2 – INTAKE PROGRAM COSTS FOR HEAP AND ECIP

2.a Enter the amount of Intake allocated for Intake activities. Intake: The act of determining if a person seeking LIHEAP assistance is eligible for such services. Includes, but is not limited to, the process of completing an intake form and reviewing applicant's documentation in order to verify eligibility.
Note: Intake allocation is a multipurpose program support of HEAP and ECIP.

SECTION 3 – ADMINISTRATIVE COSTS FOR ASSURANCE 16, ECIP, and HEAP

Lines 3.a Enter the total amount budgeted for all administrative costs. Administrative costs include salaries and wages, fringe benefits, facilities, utilities, equipment, training, travel, telephone, accounting, audit, insurance-bonding, office supplies, and miscellaneous.

SECTION 4 – ECIP PROGRAM COSTS AND HOUSEHOLDS

Line 4.a: Enter the amount budgeted for outreach activities. Refer to Exhibit I, Definitions, regarding outreach activities and its related costs.
Line 4.b: Enter the amount for WPO costs and the Implementation Period (from 1/1/2004 to 3/15/2004). WPO services are mandatory from January 1 through March 15 of the LIHEAP Program Year. Services are optional after March 15.
Line 4.c: Enter the amount for FRR costs and the Implementation Period (from 1/1/2004 to 3/15/2004). FRR services are optional during the LIHEAP Program Year.
Line 4.d: Other – **EMERGENCY ASSISTANCE ONLY** – Enter the amount budgeted for emergency services.
Line 4.e: Enter the sum of 4.a through 4.d.
Line 4.f: Enter the number of WPO projected households to be served.
Line 4.g: Enter the number of FRR projected households to be served.
Line 4.h: Other – **EMERGENCY ASSISTANCE ONLY** – Enter the number of households projected to be served.
Line 4.i: Enter the sum of 4.f. through 4.h.

SECTION 5 – HEAP OUTREACH/WPO BUDGET AND HOUSEHOLDS

Line 5.a: Enter the amount budgeted for HEAP Outreach. Outreach costs include printing of brochures for targeted households, referral of eligible households to assistance providers in the community, public service announcements, posters, etc.
Line 5.b: Enter the amount budgeted for WPO payments.
Line 5.c: Enter the sum of 5.a and 5.b.
Line 5.d: Enter the number of projected WPO households to be served.

SECTION 6 – NONCONSIDERATION PROGRAM COSTS FOR ECIP AND HEAP PAYMENTS

Line 6.a - 6.b: The Fast Track Electric and Gas allocation is provided. Enter the implementation period for Fast Track Electric and Gas Payments (Ref. ECIP Local Plan). The HEAP Electric and Gas allocation is provided.

SECTION 7 – ENTER TOTAL FUNDS - (SECTIONS 1 – 6)

SECTION 8 – ECIP/HEAP LIHEAP GOALS

Line 8.a - 8.d: Enter the projected percentages of Vulnerable Populations for ECIP and HEAP. No less than the percentage identified of the total households served will have at least one member who is:

- | | |
|---------------------------------|--------------------------------|
| 1. Elderly (60 Years and Older) | 3. Age 2 Years or Under |
| 2. Disabled | 4. Age 3 Years Through 5 Years |

Enter the projected average Energy Burden percentage for ECIP and HEAP. Households assisted with ECIP and HEAP services should have an average Energy Burden of no less than the percentage identified in this section. Contractors, however, may give first priority to those households whose members have life-threatening emergencies.

EXHIBIT C
(Standard Agreement)

(2004 LIHEAP)

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement shall become a valid, enforceable agreement only after both parties sign it.

2. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. Audit

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code Section 10115 et seq., California Code of Regulations Title 2, Section 1896)

5. Indemnification

Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

EXHIBIT C
(Standard Agreement)

(2004 LIHEAP)

6. Disputes

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. Termination for Cause

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid the Contractor upon demand.

8. Independent Contractor

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. Nondiscrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. Timeliness

Time is of the essence in this Agreement.

EXHIBIT C
(Standard Agreement)

(2004 LIHEAP)

11. Compensation

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise so provided.

12. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

13. Child Support Compliance Act

For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with, that:

- A. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

14. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

15. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

16. Union Activities

For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

EXHIBIT C
(Standard Agreement)

(2004 LIHEAP)

By signing this Agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this Agreement and agrees to the following:

- A. Contractor will not assist, promote, or deter union organizing by employees performing work on a State service contract, including a public works contract;
- B. No State funds received under this Agreement will be used to assist, promote, or deter union organizing;
- C. Contractor will not, for any business conducted under this Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the State property is equally available to the general public for holding meetings; and
- D. If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Travel and Per Diem

Contractor's programmatic-related travel costs and per-diem reimbursement rates shall not exceed the amounts established by the State Department of Personnel Administration Rules and Regulations, Section 599.619, dated July 1, 1997, and as amended from time to time.

2. Conflict of Interest

A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

3. Insurance and Fidelity Bond

A. General Requirements

1) Third-Party Insurance

- a. By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.
- b. Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
- c. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide, at least 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate of Insurance (ACORD 25) shall identify and name the State as the Certificate Holder.

EXHIBIT D
(Standard Agreement)

- d. New Certificates of Insurance are subject to review for content and form by CSD.
- e. In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.
- f. With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all certificates of insurance required under this Agreement.
- g. The issuance of other CSD contracts, to include reimbursement payments, to the Contractor may be contingent upon required current insurance coverage being on file at CSD for this Agreement.

2) Self-Insurance

- a. When Contractor is a self-insured governmental entity, the State, upon satisfactory proof, may waive the appropriate insurance requirements upon written certification. An appropriate county or city risk manager shall sign this certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.
- b. Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.
- c. Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

B. Workers' Compensation Insurance

- 1) Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
- 2) Contractor shall submit either an applicable Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure issued by the Director of the Department of Industrial Relations to the State as evidence

EXHIBIT D
(Standard Agreement)

of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

C. Fidelity Bond

- 1) Contractor shall maintain a fidelity bond in the minimum amount of four percent of the total amount of consideration set forth under this Agreement.
- 2) Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to the State as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

D. General Liability Insurance

- 1) Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
- 2) Contractor shall submit an applicable Certificate of Insurance (ACORD 25), naming CSD as an additional insured, to the State as evidence of compliance with general liability insurance requirements prior to issuance of an initial cash advance.

E. Vehicle Insurance

- 1) Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
- 2) When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement nonowned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work is not within the scope of employment.)
- 3) Contractor shall submit an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to the State as evidence of compliance with said vehicle insurance requirements prior to issuance of an initial cash advance.

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4. Termination and Suspension

- A. Either party may terminate this Agreement at any time prior to its date of expiration upon 30 calendar day's notice to the other party. Such notice shall be delivered to the other party in writing, stating the reason for termination and the effective date thereof.
- B. Upon termination of this Agreement, the State, unless expressly granted in writing, shall not pay Contractor for any obligations incurred after the effective date of such termination. Contractor shall be paid for work performed prior to termination, as long as the work was performed according to the covenants contained herein at the time and in the manner provided herein.

5. Lien Rights

The State retains lien rights on all funds advanced.

6. Subcontracts

- A. Contractor may enter into subcontract(s) to perform the provisions of this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to, an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in Exhibit A, Section 2.
- B. Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed under this Agreement.
- C. Contractor shall immediately notify all of its subcontractor(s) in writing within five days of such action in the event the State suspends, terminates, and/or makes changes to the services to be performed under this Agreement.
- D. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontract(s).

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- E. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

7. Governing Board Resolution

Contractor assures that its governing body has adopted and passed a resolution specific to this Agreement, which shall be forwarded to the State and which includes, at minimum, the following provisions:

- A. Authorization for the submittal to the State of this Agreement, including all exhibits and assurances contained herein;
- B. The name and signature of the chairperson of the board; the date signed by the chairperson; and, if applicable, the date the resolution was ratified by the board of directors;
- C. Identification of the contract number and program;
- D. Authorization to and identification of the person/position certified as the official representative of the governing board to sign and enter into this Agreement and any subsequent amendments; and
- E. A statement, if subcontracting LIHEAP Weatherization, HEAP, or ECIP services with a nonprofit or local governmental entity, that identifies the name of the subcontracted entity, the types of LIHEAP services to be provided by that entity, and the service area where subcontracted activities shall occur.

8. Contractor Licensing

Contractors that are nonprofit organizations and are performing weatherization activities under this Agreement certify that they possess and will continue to have an active Class "B" General Building Contractor license, issued in the agency's name/qualifying individual by the Contractors' State License Board (CSLB). Contractor shall notify CSD when any changes in licensing occur.

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9. Contractor's National Labor Relations Board Certification

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

10. Drug-Free Workplace Requirements

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs; and,
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on the proposed Agreement will:
 - 1) Receive a copy of the company's drug-free workplace policy statement; and,
 - 2) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

11. Internal Control Certification

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system

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is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall include:

- A. Segregation of duties appropriate to safeguard state assets;
- B. Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties;
- C. Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;
- D. Established practices to be followed in performance of duties and functions;
- E. Personnel of a quality commensurate with their responsibilities; and
- F. Effective internal reviews.

12. Forms

CSD shall provide masters of the Energy Intake Form and Contractor shall duplicate them for future use. Electronic bimonthly reporting and activity forms will be available on CSD's website at <http://www.csd.ca.gov>, and Contractor shall duplicate them for future use. Contractor equivalent forms (excluding the Energy Intake Form and the bimonthly reporting and activity forms) must be approved by CSD.

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ADDITIONAL PROVISIONS

1. Limitation on Use of Funds

Contractor shall assure that funds received under this Agreement shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

2. Audit Reports

- A. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for nonprofit and public agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards, 1994 Revision, as amended."
- B. The financial and compliance audit shall contain the following supplementary financial information:
 - 1) A combining statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the contract or audit period.
- C. Private, nonprofit contractors shall submit to CSD two (2) copies of the required audit report within six months of the end of the Contractor's fiscal year. Upon written request by the Contractor's CPA, which includes an explanation of why the audit cannot be submitted within six months of the end of the Contractor's fiscal year, CSD Audit Services Unit may grant an extension for submittal of the audit report not to exceed an additional 30 calendar days from the original due date.

The audit reports are to be submitted to the following address:

Department of Community Services and Development
Attention: Audit Services Unit
700 North 10th Street, Room 258
Sacramento, CA 95814

- D. Local governmental entities shall submit to CSD two copies of the required audit report within 30 calendar days after the completion of the audit but no later than nine months after the end of the audit period. The audit reports are to be submitted to the address stated in Section 1.C. above.

Local governmental agencies also shall submit the required number of copies of the audit report in accordance with the guidelines set by the Division of Audits of

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the State Controller's Office. Said reports are to be submitted to the following address:

State Controller's Office, Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

- E. Where services or funds under this Agreement are provided to, for, or by a wholly owned, or wholly controlled subsidiary of Contractor, Contractor hereby provides assurance that an audit shall be performed of this subsidiary organization in accordance with this Section. Said required audit report shall be made available to the State upon request.

3. Suspension and Termination

- A. The State may, upon reasonable notice to Contractor or Subcontractor, suspend this Agreement in whole or in part. In the case of Contractor's fraud or gross negligence, suspension without prior notice by the State is permissible.
- B. If Contractor has failed to comply with the material terms of this Agreement, the State shall:
- 1) Notify the Contractor in writing by certified mail or personal service;
 - 2) Specify the effective date of the suspension;
 - 3) Specify the reasons for the suspension and what corrective action is expected;
 - 4) Give a specified period of time in which to take corrective action; and
 - 5) Inform the Contractor that if the corrective action is not taken within the specified time frame, the State will terminate the contract.
- C. A suspension shall remain in effect until Contractor has taken corrective action satisfactory to the State.
- D. New obligations, including costs for goods, services, or related expenses, incurred by Contractor under this Agreement during the suspension period will not be allowed unless expressly authorized by the state in the notice of suspension.

4. Contractor Assurances and Certifications

- A. Contractor certifies that it possesses legal authority to apply to the State for LIHEAP funds and assures compliance with the purposes as set forth in 42 USC 8621 et seq., as amended.

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- B. Contractor assures that it shall exercise due care in the use, maintenance, protection, and preservation of state-owned property in Contractor's possession or any other property purchased by Contractor with State funds. Such care shall include, but is not limited to, the following:
- 1) Maintaining insurance coverage against loss or damage to such property.
 - 2) Ensuring that the legal ownership of any motor vehicle or trailer is in the name of the Contractor.
- C. Contractor assures that all supplies, materials, equipment, or services purchased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- Contractor shall adhere to its established policies and procedures regarding the purchase or lease of equipment having a per-unit cost of five thousand dollars (\$5,000) or more. Policies and procedures shall be in conformance with OMB requirements contained in the following Circulars: A-102, Subpart C, or A-110 and approved by the Board of Directors. Noncompliance shall result in a disallowance of purchase/lease item(s). Contractor shall prepare and submit a Request for Purchase/Lease Approval, CSD 558, to CSD prior to commencing purchasing/leasing activities.
- D. Contractor assures that it shall be in compliance with Federal and State Occupational Safety and Health Statutes, the California Safe Drinking Water and Toxic Enforcement Act of 1986, and Workers' Compensation laws.
- E. Contractor assures that outreach activities are conducted in accordance with its board approved priority plan(s), Exhibit H.
- 1) Contractor assures that it shall conduct outreach activities and provide assistance to low-income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy.
 - 2) Contractor also assures that it shall conduct outreach activities designed to assure that those eligible households with elderly individuals, disabled individuals, or children five years (5) and under and households with high-energy burdens and high home energy needs are made aware of the assistance available under this Agreement.

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F. Federal Certification Regarding Debarment, Suspension, and Related Matters

Contractor hereby certifies to the best of its knowledge that it or any of its officers:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
- 4) Have not within a three (3) year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.

G. Contract Administration

Contractors shall administer this Agreement in accordance with OMB requirements contained in the following Circulars: A-102, Subpart C, for public agencies or A-110 for nonprofit organizations.

H. Pro-Children Act of 1994

Contractor must comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

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Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

I. American-Made Equipment/Products

Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

5. Compliance with Rules and Regulations

Activities of Contractor with respect to this Agreement shall be conducted in accordance with pertinent federal and state rules and regulations, including relevant Office of Management and Budget (OMB) Circulars and amendments thereto.

6. Provisions for Federally Funded Grants

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of Congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the state by the United States Government for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The State has the option to invalidate this Agreement under the 30-day cancellation clause or to amend this Agreement to reflect any reduction in funds.

7. Nondiscrimination Compliance

- A. Contractor hereby certifies compliance with the following:
 - 1) Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
 - 2) Title VI and Title VII of the Civil Rights Act of 1964, as amended.

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- 3) Rehabilitation Act of 1973, as amended.
 - 4) Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
 - 5) Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
 - 6) Public Law 101-336, Americans with Disabilities Act of 1990.
- B. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.
8. Affirmative Action Compliance
- A. Each Contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more, shall be required to develop a written Affirmative Action Compliance Program.
 - B. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250.33, and Sections 60-741.4 through 60-741.32.
 - C. Each Contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.
9. Political Activities
- A. Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.
 - B. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.
10. Lobbying Activities
- A. Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other funds, programs, projects, or activities that flow from this Agreement.

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- B. If Contractor engages in lobbying activities, Contractor shall complete, sign and date the Certification Regarding Lobbying/Disclosure of Lobbying Activities, Exhibit J, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

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PROGRAMMATIC PROVISIONS

1. Amendments and Modifications

- A. Except for modifications transferring funds between Energy Crisis Intervention Program subcomponents of Furnace Repair/Replacement and Wood/Propane /Oil, and except as stated in Section 1.B. below, CSD shall not approve amendment(s) and/or modification(s) that reallocate and/or transfer funds between and/or within program components.
- B. After March 15 of each program year, local administrative agencies that specified in their ECIP Local Funding Proposal to provide energy crisis intervention services until March 15 of each program year shall have the option of continuing to offer Energy Crisis Intervention Program services or requesting an amendment to reallocate a portion of or all unspent Energy Crisis Intervention Program funds into direct assistance payment services (HEAP –Electric and Gas, and WPO).

Exceptions to this requirement are line item changes to the contract budget that do not affect the maximum amount payable under the contract or the work to be performed, and the exceptions provided for in Exhibit E, Section 6., Provisions for Federally Funded Grants.

- 1) Contractor shall submit to CSD a Request for Amendment/Modification Energy, CSD 509, to request changes to its approved budget, goal, and priority plan exhibits.
- 2) The request(s) shall be received by CSD no later than 45 calendar days prior to the expiration date of this Agreement.
- 3) Contractor shall advise the State when proposed changes to the contract also affect the Program Budget.

2. Equitable Treatment

Contractor shall assure that owners and renters receive equitable treatment under this program.

3. Weatherization Considerations

Weatherization consideration to be paid Contractor for the months of January, February, March and April, if applicable, will be calculated and reimbursed to Contractor to include administrative costs on sixty percent (60%) of the total weatherization budget allocation. The remaining forty percent (40%) of the total budget for the remaining months to include administrative costs is totally contingent upon a weatherization waiver being granted to CSD by the Federal Department of Health and Human Services (HHS) to allow weatherization expenditure levels at twenty-five (25%) percent of the statewide

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allocation of the federal LIHEAP grant. Contractor will be notified by CSD, in writing, on the status of the waiver and disposition of the remaining funding immediately upon notification from HHS, which could occur May 1, 2004, or thereafter.

4. Record-Keeping Responsibilities

- A. All records maintained by Contractor shall meet the OMB requirements contained in the following Circulars: A-102, Subpart C, ("Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") or A-110, Subpart C, Nonprofit Organizations, whichever is applicable.
- B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report. However, Contractor shall maintain all such records until resolution of all audit and monitoring findings are completed.
- C. Contractor shall make appropriate books, documents, papers, and records available to the federal government, the state, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request therefor.
- D. Contractor shall maintain a separate file for each applicant certified as eligible to receive assistance. Said files shall include at least the following documentation:
 - 1) Energy Intake Form
 - 2) Utility/energy bill(s) (WX, HEAP, and ECIP);
 - 3) A source document substantiating the portion of rent that goes toward energy costs (HEAP and ECIP: W/P/O only);
 - 4) Energy Dwelling Unit Assessment (WX only);
 - 5) Copies of source documents supporting eligibility (WX, HEAP, and ECIP);
 - 6) Weatherization Building Check and Job Order Sheet (WX only);
 - 7) CSD 600, Statement of Citizenship, Alienage and Immigration Status for Public Benefits, and supporting documents, if applicable;
 - 8) A source document that substantiates that the client was provided with need assessment (energy burden), energy education, budget counseling,

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and coordination with utility companies, in accordance with Assurance 16 requirements;

- 9) Documentation of compliance with the Environmental Protection Agency rules in 40 CFR 745, Lead; Requirements for Hazard Education Before Renovation of Target Housing, Final Rule, using Lead-Safe Education Confirmation of Receipt, CSD 321; Notice of Weatherization/Renovation, CSD 320; and Record of Tenant Notification Procedures, CSD 322;
 - 10) If applicable, CSD Weatherization Deferral Form; and
 - 11) If applicable, Contractor Post Weatherization Inspection Report, CSD 611.
- E. Contractor shall maintain client intake/needs assessment form(s) for Weatherization, HEAP, and ECIP, and appropriate supporting documentation, including appeal documents for each applicant who is not certified as being eligible to receive assistance.
- F. Contractor shall ensure that the ECIP Home Energy Supplier Assurance, CSD 416, or Contractor's equivalent, is completed by each nonregulated utility company, e.g., propane suppliers, wood suppliers, etc., providing services to clients of this Agreement.
- G. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.
5. Right to Monitor, Audit, and Investigate
- A. Any duly authorized representative of the federal or state government, which includes but is not limited to the State Auditor and the entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.
- 1) Unless Contractor assumes the task of arranging inspection visits with the selected weatherization clients, Contractor shall provide the use of a telephone to the inspector.
 - 2) Contractor is not required to accompany the inspector on client inspection visits, to provide transportation, or to provide equipment to the inspector unless Contractor desires to do so. The inspector, however, will permit Contractor personnel to participate in client visits.

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- B. Any duly authorized representative of the federal or state government shall have the right to undertake investigations in accordance with Public Law 97-35, as amended.
- C. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or state government access to the working papers of said audit firm(s).

6. Fair Hearing Process for Alleged Violation of the Civil Rights Act Against Contractor

- A. In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.
- B. The State shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations (CFR), Section 81.1 et seq.

7. Fair Hearing Process for Applicants for Denial of Benefits by Contractor

Contractor shall inform, at the time of intake, all applicants of their right to appeal all claims for assistance that are denied or are not acted upon with reasonable promptness.

Weatherization, HEAP and ECIP

- A. Contractor shall review all claims from applicants who are determined ineligible for benefits or who have submitted written notice that there has been an unreasonable delay in processing their application or receiving their benefits.
- B. Contractor shall conduct a structured, fair, and impartial meeting within five working days of the initial request for appeal and shall make a good faith effort to resolve the applicant's complaint(s) at the local level. Contractor shall make a written finding which sets forth the case of both parties and the decision of Contractor.
- C. If the appeal is not resolved at the local level, Contractor shall inform the applicant that an appeal to the State may be requested as part of the Fair Hearing process and shall provide the applicant with an appropriate form.
- D. If the applicant decides to appeal to the State, applicant shall submit a written appeal request to be received by the State within 10 working days from the date of Contractor's final decision. Upon request from CSD, Contractor shall provide all supportive documentation to be received by the State within five working days.

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- E. If a weatherization-related Special Condition is imposed, Contractor shall proceed with the appeal process as described in Exhibit F, 12.B.10)a.
8. ECIP/HEAP/Weatherization Applicant Eligibility, and Service Priority
- A. Eligibility ECIP/HEAP/Weatherization
- 1) Assistance shall be available only to the following households:
 - a. Households with incomes that do not exceed an amount equal to sixty percent (60%) of the State median income; or
 - b. Households in which one or more individuals are receiving one or more of the following types of assistance and whose income does not exceed an amount equal to sixty percent (60%) of the State median income:
 - i. Temporary Assistance for Needy Families, Public Law 104-193, Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Chapter 2, Part 3, Division 9 of the Welfare and Institutions Code;
 - ii. Supplemental Security Income (SSI)/State Supplementary Program (SSP) payments;
 - iii. Food Stamps;
 - iv. Payments under Sections 415, 521, 541, or 542 of Title 38 of the United States Code, or under Section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
 - v. County General Assistance, Part 5, Division 9 of the Welfare and Institutions Code.
 - 2) No household shall be excluded from eligibility solely on the basis of household income if that income is less than one hundred and ten percent (110%) of the poverty level for this State.
 - 3) Income verification must be for one month and current within six (6) weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the LIHEAP Eligibility and Verification Guide. Contractor shall maintain appropriate documents in each applicant's file.

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B. Service Priority ECIP/HEAP/Weatherization

- 1) Contractor shall give first priority for services to those households with the highest energy burden.
- 2) Contractor shall factor into its first priority for services, households with the following vulnerable populations: young children (ages 5 years or under), disabled, and elderly persons (ages 60 years or older).
- 3) Contractor may give first priority for services to those households whose members have life-threatening emergencies.
- 4) Exhibit H, ECIP, HEAP, Weatherization, Assurance 16, and Outreach Priority Plans, for HEAP and ECIP consists of three types of categories: Energy Burden, Vulnerable Population, and Agency Defined. Contractor shall assign prioritization points using Exhibit H for energy burden, vulnerable populations, and agency-defined categories, such as life-threatening emergencies. Contractor shall describe Exhibit H, ECIP, HEAP, Weatherization, Assurance 16, and Outreach Priority Plans, in a narrative format.
- 5) Because of limited funding, Contractor is discouraged from making payment for a household with either:
 - a. An energy burden of five percent (5%) or less; or
 - b. A substantial credit(s) on its utility bills.

9. Outreach Activities

A. ECIP/HEAP/Weatherization Funds

Contractor shall use outreach funds for program support of ECIP, HEAP, and Weatherization.

B. Outreach Program Funds

Outreach funds shall be used for activities designed to assure that eligible households, as described within the Contractor's approved Exhibit H, ECIP, HEAP, Weatherization, Assurance 16, and Outreach Priority Plans, are made aware of the services available through the LIHEAP program and any similar energy-related assistance programs.

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10. Intake Activities

A. ECIP/HEAP/Weatherization Funds

Contractor shall use Intake as multipurpose funds for program support of ECIP, HEAP, and Weatherization.

B. Intake ECIP/HEAP Program Funds

Intake program funds shall be used for determining eligibility of applicants seeking LIHEAP services. Services include the process of completing an intake form and reviewing applicant documentation. Contractor shall:

- 1) Establish reasonable hours whereby customers/applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the customer/applicant's request within a reasonable amount of time.
- 2) Accept applications for assistance during regular business hours.
- 3) Accept applications for ECIP Fast Track and Wood, Propane, and Oil at sites that are geographically accessible to all households in the area served by Contractor.
- 4) Provide to low-income individuals who are physically infirm the means to submit applications for HEAP and ECIP without leaving their residences.
- 5) Provide intake only at sites accessible to the disabled.

C. Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and Executive Order W-135-96, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

11. Special Provisions – Assurance 16 Activities

A. ECIP/HEAP/Weatherization Funds

Contractor shall use Assurance 16 as multipurpose funds for program support of ECIP, HEAP, and Weatherization.

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B. Assurance 16 Program Funds

Assurance 16 program funds shall be used for such services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance, including needs assessments, client education and counseling, and coordination with utility companies.

1) Needs Assessment

Contractor shall conduct a needs assessment for each client that shall include computing the energy burden of each applicant's household and prioritizing households as described in Exhibit F, Section 8.B.

2) Client Education - Counseling

Contractor shall provide to all recipients of energy assistance under this Agreement applicable energy conservation information and counseling in accordance with the Contractor's approved Exhibit H, ECIP, HEAP, Weatherization, Assurance 16, and Outreach Priority Plans. Contractors shall include at least the following:

- a. Information to the client regarding the importance of applying for energy assistance prior to being in an arrearage situation and to include information concerning various utility company budget payment plan(s).
- b. Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household.
- c. Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.
- d. Education/Counseling - Weatherization
 - i. Unweatherized Dwellings

Contractor may claim such costs for the occupants of each eligible unit not previously weatherized. Additionally, Contractor will be allowed to claim Assurance 16 costs when a safety check of combustion appliances reveals safety hazards that preclude tightening of the envelope.

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ii. Dwellings Weatherized with Nonfederal Funds

Contractor shall not claim Assurance 16 costs for client education unless the dwelling was previously weatherized by nonfederal funds, i.e., regulated or nonregulated utility companies, private sector funds, etc., or by a weatherization service provider not associated with the provisions of this Agreement. If such circumstances exist, Contractor shall conduct client education in accordance with Exhibit F, Section 11.B.2), and Assurance 16 costs claimed for the occupants of each eligible unit previously weatherized.

iii. Dwellings Weatherized with LIHEAP and DOE Funds

Contractor may claim Assurance 16 costs for client education only once when LIHEAP and DOE funds are used concurrently in the same unit.

iv. Client Education Policy for Pre-1979 Dwellings

Occupants of pre-1979 units to be weatherized must receive the pamphlet "Protect Your Family from Lead in Your Home." A copy of the Lead-Safe Education Confirmation of Receipt (CSD 321) must be completed and retained in the client file.

v. A description of the benefits that the client can expect to receive as a result of the weatherization measures installed in the dwelling.

vi. An explanation of the action of each measure in terms of preventing air infiltration or the escape of heated or cooled air from the dwelling and how to maximize the effect of such measures.

3) Coordination

- a. Contractor shall refer all potentially eligible applicants, including HEAP applicants, to the LIHEAP Weatherization Program, CARE/RRP, or to other energy or conservation programs. Contractor shall coordinate its activities with other federal, state, or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.

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- b. Contractor shall provide assistance in coordinating the payment of client's energy/utility bill with the appropriate energy vendor or utility company. Contractor may also perform other coordinative activities with energy vendors/utility companies to provide input relative to the energy assistance needs of California's low-income and a proactive educational concept in serving clients. This includes expending up to five percent (5%) of the Assurance 16 allocation for attending the California Public Utilities Commission's Low-Income Oversight Board Committee meetings.

12. Special Provisions – Weatherization Activities

A. Provision of Services

The provision of services shall begin within 120 days of the households' income eligibility certification, or the household shall be recertified.

B. Scope of Services

1) Outreach

Contractor may claim reimbursement for outreach and its related services only once for each unit weatherized whether under this Agreement or a previous CSD agreement. Outreach is not an allowable cost if household/unit was referred from ECIP or HEAP and outreach costs were incurred within one of those program components. **The cost of outreach and its related services shall be reimbursed up to five percent (5%) of the total cumulative allowable program costs. TO BE CHANGED WITH AMENDMENT NO. 1, PER WENDY VIA FERNANDO AT 12/22/03 AT 3:21 P.M.**

a. Unweatherized Dwellings

Contractor may claim reimbursement for outreach in accordance with Exhibit F, Section 12.B.1) for each eligible unit not previously weatherized. Additionally, Contractor will be allowed to claim reimbursement when a safety check of combustion appliances reveals safety hazards that preclude tightening of the envelope.

b. Dwellings Weatherized with Nonfederal Funds

Contractor may claim reimbursement for outreach only if another service provider performed the previous weatherization.

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- c. Dwellings Weatherized with Department of Energy (DOE) and LIHEAP Funds

Contractor may claim reimbursement for outreach only once when DOE, and LIHEAP funds are used concurrently in the same unit.

2) Intake

- a. Unweatherized Dwellings

Contractor may claim intake for each eligible household not previously weatherized. Additionally, Contractor will be allowed to claim intake costs when a safety check of combustion appliances reveals safety hazards that preclude tightening of the envelope.

- b. Dwellings Weatherized with Nonfederal Funds

If the previous weatherization was performed under a nonfederal program, the occupant eligibility must be certified; therefore, Contractor may claim intake costs.

- c. Dwellings Weatherized with LIHEAP, and DOE Funds

Contractor may claim intake only once when LIHEAP, and DOE funds are used concurrently in the same unit.

3) Assessment of Dwelling

- a. Contractor shall inspect the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs. All pre-1979 dwellings are subject to the lead-safe weatherization guidelines in accordance with the CSD Lead-Safe Weatherization Policies.
- b. If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced and the applicant should be referred to the local Housing and Community Development Department, U.S. Farmers Home Administration Housing Loan Program, or other similar organizations or programs.
- c. Documentation of ineligibility due to the need for extensive repairs shall be recorded on the Energy Dwelling Unit Assessment, CSD 554, or Contractor's equivalent.

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- d. If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.
- e. If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed or the unit is replaced.
- f. Contractor shall conduct a preliminary combustion appliance safety check on all dwelling units that are not all-electric units, and, where applicable, perform a post-check of said dwelling using the Combustion Appliance Safety Inspection Form (RHA 1/15/03).
- g. If it is determined during the assessment that the dwelling unit contains a condition that is hazardous to the occupants, proper steps in accordance with CSD Low-Income Weatherization Assistance Program Policies and Procedures must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration reduction measures.
- h. Contractor may claim reimbursement for weatherization activities as documented on the Energy Dwelling Unit Assessment, CSD 554, or Contractor's equivalent, in accordance with Exhibit F, Section 12.B. for each eligible household not previously weatherized. Additionally, Contractor will be allowed to claim reimbursement when a safety check of combustion appliances reveals safety hazards that preclude tightening of the envelope.
- i. Following a determination that no combustion by-product hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a pre-weatherization blower door test on all mobile homes, manufactured homes, and all site-built dwellings with operable forced air units. Post-weatherization blower door testing will be performed on those dwellings that received pre-weatherization blower door testing and shell tightening to determine that ventilation requirements are not below minimum shell target. All blower door testing shall be performed in conformance with the CSD Conventional Home Weatherization Installation Standards (WIS) and CSD Mobile Home Weatherization Installation Standards (WIS) Manuals.
- j. Repair of large leaks identified by blower door testing (sealing of catastrophic leaks and minor envelope repairs) may reduce shell leakage so close to the Minimum Ventilation Requirement (MVR) that caulking and/or weatherstripping are not feasible, thus

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reducing the number of feasible Mandatory Measures to fewer than needed to qualify the dwelling for weatherization. In this case, Contractor may substitute non-infiltration reduction Optional Measures (excluding Furnace or Air Conditioning Filter Replacement and Water Flow-Restricting Devices), as needed, for the nonfeasible caulking and/or weatherstripping measures.

4) Unweatherized Dwellings

- a. Single-family detached and other single-story dwellings that have not been previously weatherized under a CSD program or other program may be weatherized under this Agreement only if:
 - i. Ceiling Insulation plus two additional Mandatory Measures are installed, or
 - ii. In the event Ceiling Insulation is not feasible, at least four Mandatory Measures are installed.
- b. If a health or safety hazard is found to exist that requires replacing or repairing a combustion appliance, the cost of which will preclude the installation of the required number of Mandatory Measures, the dwelling may qualify for weatherization under the following conditions:
 - i. The combustion appliance is repaired or replaced, and
 - ii. All remaining feasible Mandatory Measures are installed up to the maximum dollar limit.
- c. Multistory, multiunit complexes may qualify with the installation of ceiling insulation and any two other mandatory measures or, in the event ceiling insulation is not feasible, at least three mandatory measures.
 - i. Installation of ceiling insulation may be counted as a ceiling insulation measure for each unit within that building envelope. The charge shall be prorated among all dwelling units.
 - ii. Insulation of a common water heater shall qualify as a mandatory measure for each unit served by the same water heater. However, reimbursement may be claimed for only one water heater and the equivalent number of standard-sized water heater blankets installed, and the cost shall be prorated among all dwelling units.

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- d. In accordance with Exhibit F, Section 12.B., Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized.

5) Previously Weatherized Dwellings

- a. If a dwelling has been previously weatherized under a CSD or other federal program, Contractor may provide previously unapplied mandatory and optional measures within the dollar limits of this Agreement.
- b. If the previous weatherization was performed under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling and charge for intake.

6) Dwellings Weatherized with LIHEAP, and DOE Funds

Contractor may claim reimbursement for dwelling assessment only once when LIHEAP, and DOE funds are used concurrently in the same unit.

7) Installation Guidelines

- a. Health or Safety Hazard Repair or Replacement (which includes both hazardous conditions and other “required repairs” per the Combustion Appliance Safety Inspection Form), Carbon Monoxide/Alarm, and Ceiling Insulation mandatory measures must be installed in priority order. Other mandatory measures must be installed before optional measures, and no measure shall be excluded, unless the:
 - i. Blower door test indicates that installation of the measure is not necessary;
 - ii. Dwelling already has that measure in place;
 - iii. Measure cannot be properly installed;
 - iv. Client refuses installation (client refusal is to be documented and placed in file);
 - v. Maximum dollar limit is reached; or
 - vi. Measure is not needed or required.

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- b. Leveraging weatherization funds may be used to install mandatory and/or optional measures in a dwelling in any order practical to the application of weatherization measures. Client files shall be documented accordingly.
 - c. If the dollar limit has not been reached in installing feasible mandatory measures, Contractor may install optional measures.
 - d. Measures shall be applied in accordance with the Energy Dwelling Unit Assessment. Installation of those measures contained therein shall be accomplished in conformance with the current CSD Conventional Home WIS, the CSD Mobile Home WIS, the CSD Low-Income Weatherization Assistance Program Policies and Procedures, the CSD Lead-Safe Weatherization Policies, CSD Health and Safety Plan, and the CSD Inspection Policies and Procedures, hereby incorporated by reference.
 - e. Standards contained in the Uniform Building Code and local city and county codes shall take precedence over the CSD WIS if the code requirement: 1) is not included in the manual, or 2) is more stringent.
 - f. Upon the State's request, Contractor shall furnish proof that materials used under this program conform to the requirements of Exhibit G, Materials Standards, the CSD Weatherization Installation Standards and/or state, county, or local regulations and were procured in conformance with OMB requirements contained in the following Circulars: A-102, Section 36, or A-110, Section 40.
 - g. Any weatherization materials purchased with these grant funds and remaining at the expiration of this Agreement shall be credited against Contractor's weatherization materials expenditures under this Agreement and charged to whatever other weatherization program Contractor may have in effect. If Contractor has no other weatherization program in effect, the State shall be contacted for disposition instructions.
- 8) Quality Assurance
- a. Contractor, or its designee, shall establish a comprehensive, detailed and fully documented Quality Control procedure to assess the quality and completeness of weatherization work performed under this Agreement. In addition, Contractor shall provide assurance that all weatherization work performed under this agreement is consistent with the CSD Low-Income Weatherization

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Policy and Procedures, CSD Conventional Home and CSD Mobile Home Weatherization Installation Standards, Lead-Safe Weatherization Policy and Procedures (if applicable), and CSD Health and Safety Plan. Such assurance will be documented and noted on the Weatherization Building Check and Job Order Sheet (CSD 540), or Contractor's equivalent, signed and dated by certifying agency representative. Contractor shall not report a dwelling as weatherized nor request reimbursement prior to the above certification.

- b. Post-Weatherization Dwelling Inspections
 - 1) Contractor shall perform Post-Weatherization Inspections on 25% percent of the total weatherized dwellings under this service agreement. Post-Weatherization Inspections shall be proportional to the number of completed units for each reporting period. For each reporting period, Contractor shall perform Post-Weatherization Inspections on completed weatherized dwellings and give priority to inspecting dwellings receiving the following weatherization services/measures:
 - i. Combustion Appliance Safety Testing
 - ii. Blower Door Testing
 - iii. Ceiling Insulation
 - iv. Minor Envelope Repairs
 - 2) Post-inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD Low-Income Weatherization Policies and Procedures, CSD Conventional Home and CSD Mobile Home Weatherization Installation Standards, Lead Safe Weatherization Policy and Procedures (if applicable), CSD Health and Safety Plan, and the terms and conditions of this Agreement. In addition the post-inspection shall include the following.
 - i. Review of the completed Weatherization Building Check and Job Order Sheet (CSD 540) to determine that all specified measures are completely installed in accordance with CSD Low-Income Weatherization Policies and Procedures, CSD

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- Conventional Home and CSD Mobile Home Weatherization Installation Standards, Lead-Safe Weatherization Policy and Procedures (if applicable), CSD Health and Safety Plan, and the terms and conditions of this Agreement;
- ii. Review of installed materials as referenced on Weatherization Building Check and Job Order Sheet (CSD 540) and verification that installed materials were accurately reported and invoiced to CSD. In addition, review shall include a review of installed measures to determine the absence of any feasible Mandatory Measure not installed; and/or the installation of a measure (unfeasible measure) in noncompliance with CSD Low-Income Weatherization Policies and Procedures, CSD Conventional Home and CSD Mobile Home Weatherization Installation Standards, Lead Safe Weatherization Policy and Procedures (if applicable), CSD Health and Safety Plan, and the terms and conditions of this Agreement;
 - iii. Verification that the unit received Blower Door Testing (where applicable);
 - iv. Inspection of all combustion appliances receiving Combustion Application Safety (CAS) Testing to ensure that all tests were completed in compliance with CSD Weatherization Policies and Procedures, CSD Conventional Home and CSD Mobile Home Weatherization Installation Standards, and the results of the CAS Testing were accurately reported on CSD Combustion Appliance Safety Inspection Form (CASIF);
 - v. Inspection of the unit dwelling to ensure all identified health and safety hazards, whether pre-existing or resulting from the performance of weatherization services, have been successfully remedied.
- 3) Post-Weatherization Inspections of dwelling units shall be performed by individuals, trained and with expertise in; performing dwelling assessments, performance of combustion appliance safety (CAS) testing and appliance related hazards remedies; performance of blower door

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diagnostics and Infiltration Reduction Measures; and knowledge of CSD Low-Income Weatherization Policies and Procedures, CSD Conventional Home and CSD Mobile Home Weatherization Installation Standards, Lead-Safe Weatherization Policy and Procedures (if applicable), CSD Health and Safety Plan, and the terms and conditions of this Agreement. Inspector shall certify performed Post-Weatherization Inspections of dwelling units, by completing and signing Post Weatherization Inspection Report (CSD 611). Contractor shall retain a copy of the completed and signed form in client file.

- c. Contractor agrees to remedy all Non-Hazardous Conditions (non-hazardous work deficiencies) noted by the State or its designee within 20 working days of written notification.
- d. Contractor must remedy all Hazardous Conditions (safety hazards) resulting from weatherization measure installation. The immediate hazard shall be eliminated within 24 hours, and hazardous conditions shall be completely resolved within five (5) working days of written notification. The time period may be extended for circumstances beyond the Contractor's control; however, the time extension must be approved in writing by CSD prior to the expiration of the five working days.

9. Weatherization Noncompliance

- a. In accordance with the CSD Inspection Policies and Procedures, Contractors shall be subject to the withholding of reimbursement for failure to completely resolve a Hazardous Condition within five working days or within the modified completion date for units receiving a time period extension. The reimbursement sanction will immediately apply to the next fiscal reimbursement request associated with the primary funding source (program) of the weatherized unit in question. The reimbursement sanction will remain in effect until the Contractor successfully resolves the Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question.
- b. If it is determined that the Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume

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responsibility for costs associated with the use of Inspection Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from the Contractor's next request for fiscal reimbursement.

- c. If it is determined that the Contractor has incorrectly billed CSD because a measure was not installed or the quantity installed is less than the quantity billed, the Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and material costs for the uninstalled measure or quantity will be withheld from subsequent reimbursements.
- d. In accordance with the CSD Inspection Policies and Procedures, Contractors will be subject to Special Conditions if it is determined that one or more of the following conditions exist:
 - i. Contractor has a history of unsatisfactory performance.
 - ii. Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor.
 - iii. Failure to remedy an identified Hazardous Condition in a timely manner (elimination of immediate hazard within 24 hours and complete resolution correction within five working days of written notification).
 - iv. Substantial number of Non-Hazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.
- e. CSD will implement Imposed Special Conditions on a progressive basis, which may include:
 - i. Additional training and technical assistance;
 - ii. Additional reporting requirements; and
 - iii. Formal high-risk designation, and possible suspension and termination.
- f. Based on the severity and frequency of the identified circumstances, CSD may impose any one or more Special Conditions. Should Special Conditions be warranted, CSD shall

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send the Contractor a written Notice of Special Conditions, which shall contain the following information:

- i. The nature of the Special Condition(s) and/or Sanction(s) being imposed;
- ii. The reason(s) for imposing Special Condition(s) and/or Sanction(s);
- iii. The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

10) **Appeal Process**

- a. When Special Conditions are imposed, the Contractor may submit documentation in opposition and request reconsideration by filing a written statement within five (5) working days after receipt of the Notice of Special Conditions. The written statement must set forth the issue in dispute, state why the Special Conditions should not be imposed, and provide supporting documentation. The written statement must be mailed, faxed, or hand delivered to:

Special Programs
Department of Community Services and Development
700 North Tenth Street, Room 258
Sacramento, CA 95814-0338

- b. CSD shall consider and review the documentation presented by the Contractor as well as any showing that the Contractor has adequately corrected the issue(s) leading to imposition of Special Conditions. The Director of the Department of Community Services and Development shall make the final decision regarding the appeal.
- c. CSD shall notify the Contractor in writing of CSD's decision regarding the appeal within ten (10) working days from receipt of the written appeal from the Contractor.
- d. If, after considering the material presented, CSD concludes that the Contractor failed to show cause why the Special Conditions should not be imposed, the Contractor shall be notified in writing of the decision regarding the denial of their appeal and CSD shall impose the Special Conditions as outlined in the Notice of Special Conditions.

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11) Selection of Units to be Weatherized

a. Occupied Multiple Unit Dwellings

- i. Funds under this Agreement may be used to weatherize an entire building containing multiple dwelling units only if the dwelling units occupied by eligible applicants represent at least sixty-six percent (66%) of the total units within the building. In order to weatherize a building that contains two or four units, at least fifty percent (50%) of the dwelling units must be eligible. Otherwise, only units occupied by eligible households shall be serviced.

The amount of funds, however, applied to weatherization services in a building shall not exceed the number of eligible dwelling units multiplied by the \$2,672 maximum average per unit. Example: if a building of 10 units has eight units occupied by eligible households and two units occupied by ineligible households, \$21,376 is the maximum to be reimbursed. Within the \$21,376 (\$887 maximum for minor envelope repairs per eligible unit), \$7,096 is the maximum amount for the minor envelope repairs that can be reimbursed.

- ii. Contractor shall certify unit eligibility by completing Energy Intake Form, CSD 43 or 44, latest version, for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building/complex is not acceptable.

b. Unoccupied Multiple Units Dwelling

Contractor may provide weatherization services under this Agreement to ineligible dwelling units in an unoccupied multiunit building only when the following conditions are met:

- i. The dwelling units will become eligible (occupied with eligible low-income tenants) within 180 days under a federal, state, or local government program for rehabilitating the building or making similar improvement to the building;
- ii. The benefits of weatherization assistance in connection with such rental units, including units where the tenants pay for their energy through their rent, will accrue primarily to the low-income tenants residing in the units. These

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benefits include lower energy bills, improved health and safety, and a higher level of comfort;

- iii. The owner has signed a copy of the Energy Service Agreement for Rental Units CSD 515 (Rev. 10/99) authorizing the weatherization work, accepting conditions protecting the interests of tenants, and other provisions required by CSD;
 - iv. For a period of two years after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed. Tenants shall be given a written summary of these conditions with the current telephone number of the Contractor with instructions on how to file a complaint should these conditions not be met. Contractor shall investigate all complaints filed and shall forward a copy of all written complaints to CSD or, if a verbal complaint has been made, contact CSD with the details of the complaint (date made, date investigations began, and results). Should a complaint be found valid, Contractor shall obtain the amount equal to the weatherization work performed on that unit from the landlord and, if previously reimbursed from CSD, remit that amount to CSD along with details of the investigation. See Energy Service Agreement for Rental Units, CSD 515 (Rev. 10/99). This form shall be retained in the Contractor's file; and
 - v. No undue or excessive enhancement shall occur to the value of the dwelling units.
- c. Contractor shall obtain written permission of the owner of a rental unit, or his/her agent, prior to performing any weatherization services. Such permission shall be recorded on the sample Service Agent Agreement/Rental Units form or Contractor's equivalent.
 - d. Weatherization services shall be provided to a dwelling unit on a one-time basis for the same occupant(s), except that Contractor may return to the unit within the same calendar year under which the initial services were provided and apply measures not applied during the initial services within the total remaining expenditure limit. Reimbursement for outreach and dwelling assessment shall

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not be claimed nor can the unit be claimed as another completion. Client education may be claimed for reimbursement under the Assurance 16 Budget. The only exception shall be when the unit is damaged by a natural disaster such as a fire, earthquake, hurricane, etc., and such damage is not covered by insurance.

- e. Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date weatherization of the dwelling unit would be scheduled to be completed.

13. Lead-Safe Weatherization

Contractor shall perform all weatherization services on pre-1979 units in a lead-safe manner in accordance with CSD Conventional and Mobile Home WIS, Appendix I., and Cal/OSHA Lead in Construction Standard, Title 8, Code of California Regulations (CCR) Section 1532.1, and CSD Lead-Safe Weatherization Policies.

- A. Lead-based paint is presumed to be present in all pre-1979 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free. A copy of the certification must be placed in client's file. In all units not certified to be lead-free, all weatherization measures that disturb painted surfaces are subject to lead-safe weatherization guidelines in accordance with the CSD Lead-Safe Weatherization Policies.
- B. In United States Department of Housing and Urban Development (HUD) units built prior to 1979, lead-based paint is presumed to be present unless the dwelling unit has been certified by a California Certified Inspector/Risk Assessor to be lead-free. HUD units not previously certified to be lead free, built prior to 1979, and receiving weatherization services in which painted surfaces exceeding di minimis levels (refer to definition in Exhibit I) are disturbed require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe. Should a clearance inspection be required, agencies should defer the costs of the clearance inspection to the property owner and/or local housing authority. In many cases, the local housing authority has licensed inspectors and may possibly conduct a clearance inspection of a HUD unit free of charge. However, in those instances where the property owner and/or the local housing authority are unable to incur the costs of the clearance inspection, Contractors may seek a waiver allowing the cost of the inspection as a reimbursable activity. Waiver requests will be treated on a case-by-case basis and must be approved by CSD prior to beginning weatherization services. A copy of the clearance inspection must be placed and maintained in the client's file.

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- C. The occupant(s) of pre-1979 units must not be in the immediate vicinity of the work area and cannot reoccupy the work area until it has been thoroughly cleaned in accordance with the CSD Lead-Safe Weatherization Policies.

14. Training Activities - Weatherization

- A. Contractor shall use training funds for costs associated with the completion of Weatherization related training. Training may include: Lead-Safe Weatherization Training, Basic Weatherization Training, Blower Door Diagnostic Training, and Combustion Appliance Safety Training. Reimbursement for training-related expenditures will be as described in Exhibit B, 4. I.
- B. Weatherization Training Requirements: All weatherization employees of Contractor and subcontractors shall be trained in lead-safe and basic weatherization practices.
- 1) Within 30 days of employment, weatherization employees of Contractor and subcontractors who provide basic weatherization services shall receive Lead-Safe Weatherization Training in accordance with CSD Lead-Safe Weatherization Policies. An Assessor, Worker, Supervisor, or Inspector will not be allowed to enter, assess, weatherize or inspect a pre-1979 dwelling unit until required training has been completed.
 - 2) Within 180 days of employment, weatherization employees of Contractor and subcontractors who provide basic weatherization services shall receive Basic Weatherization Training by completion of any one of the following: (a) Pacific Gas & Electric (PG&E) ETC, Stockton (Stockton Training Center) Basic Weatherization curriculum, Southern California Gas Training Center, or a CSD-approved comparable training facility; or (b) CSD-approved Contractor's equivalent internal training curriculum that teaches basic weatherization concepts and conformance with CSD's weatherization policies, procedures, and installation standards.
 - 3) Weatherization employees of Contractor and subcontractors who perform combustion appliance safety checks shall be properly trained in accordance with one of the following: (a) the Blower Door and Combustion Appliance Safety Training curriculum at the PG&E ETC, Stockton, or at a CSD-approved comparable training facility, or (b) successful completion of field training provided by CSD's contract field technicians. No employee of Contractor and subcontractor shall perform combustion appliance safety checks without having completed the required training.
 - 4) For weatherization services performed on HUD units, all work crews of Contractor and subcontractor who performs basic weatherization services are required to be trained in HUD-approved Lead-Safe Weatherization,

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although certification is not required. Although a crew supervisor can be certified as a HUD Lead Supervisor, it is not a substitute for the requirement of trained work crews. Training costs for HUD certification programs are not an allowable weatherization program expense; however, costs associated with training utilizing HUD's one-day Renovation and Remodeling Course are allowable expenditures.

- 5) Contractor and subcontractors who perform basic weatherization services are required to maintain a training record for current employees. The training record shall document for each employee all training received and shall include for each training session/course the source/location, type/content, and completion date.
- 6) Every assessor, inspector, and work crew of the Contractor and subcontractor who performs basic weatherization services is required to maintain and have available for reference the current CSD Conventional Home WIS and CSD Mobile Home WIS Manuals and CSD Low-Income Weatherization Assistance Program Policies and Procedures Manual when providing any weatherization services.

15. Special Provisions – ECIP Activities

A. ECIP funds shall be provided on January 1, 2004 for the following:

- 1) Fast Track utility shut-off notices shall be provided through March 15, 2004. After that date, Contractor has the option of continuing to provide this service.
- 2) If Contractor serves applicants who use wood, propane, and/or oil fuels, these payments shall be provided through March 15, 2004. After that date, Contractor has the option of continuing to provide this service.
- 3) Contractor has the option of providing furnace repair and replacement services throughout the term of this Agreement. Furnace repair and replacement activities shall be provided in accordance with the weatherization guidelines described in this Agreement and the CSD Weatherization Installation Standards.

B. Payment Guidelines

- 1) Eligible households may receive only one ECIP or HEAP payment per program year. Contractor may establish a maximum benefit for wood, propane, and oil payments; such maximum shall be consistently applied.

EXHIBIT F
(Standard Agreement)

(2004 LIHEAP)

- 2) Contractor must exercise due care to ensure that duplication of ECIP or HEAP payments does not occur at any time during the term of this Agreement.
- 3) In addition to receiving one ECIP or HEAP payment, eligible households may receive ECIP furnace repair or replacement services and/or other weatherization services, if needed.
- 4) Consistent with Exhibit F, Section 15.B.2) above, Contractor shall complete the ECIP Payment Confirmation (Non-Regulated Utility Companies Only), CSD 415, or Contractor's equivalent.
- 5) Eligibility is met when the applicant has been determined to be ECIP qualified. Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:
 - a. Not later than 48 hours after a household applies for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor; a wood, propane, or oil payment; or a furnace repair or replacement that will resolve the energy crisis;
 - b. Not later than 18 hours after a household applies for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor; a wood, propane, or oil payment; or a furnace repair or replacement that will resolve the energy crisis if such household is in a life-threatening situation.
- 6) Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.
- 7) CSD shall not make payments to clients for wood, propane, and oil assistance.
- 8) Contractor shall verify, before paying energy vendors, that charges for the services and goods provided are reasonable and within fair market value.
- 9) Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.
- 10) Unless a different, formal, or documented agreement exists to the contrary, Contractor shall forward payments for wood, propane, or oil on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred.

EXHIBIT F
(Standard Agreement)

(2004 LIHEAP)

- 11) When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s) shall be sent to the client via an account credit letter from CSD or the utility company, or it shall be shown as a credit on the utility bill(s).

EXHIBIT G
(Standard Agreement)

MATERIALS STANDARDS THAT ARE NOT INCLUDED IN THE CSD
WEATHERIZATION INSTALLATION STANDARDS

Also please refer to revised Department of Energy 10 CFR Part 440 Appendix A – Standards for Weatherization Materials, updated April 1, 2001.

REPLACEMENT FURNACES AND BOILERS

Chimneys, fireplaces, vents, and solid fuel-burning appliances	NFPA ¹ 211-1988-2000 (same as ANSI ² A52.1)
Gas-fired furnaces	ANSI ² Z21.47-1998, and ANSI Z223.1-1999 (same as NFPA 54-1999)
Oil-fired furnaces	UL ³ 727 Eighth Edition, 1994 and NFPA 31-2001
Liquid petroleum gas storage	NFPA ¹ 58 2001

HEATING REPAIRS

Replace Combustion Chamber in Oil-Fired Furnaces or Boilers	Conformance to NFPA ¹ 31-2001
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¹ National Fire Protection Association

² American National Standards Institute

³ Underwriters Laboratory

EXHIBIT H
(Standard Agreement)

WEATHERIZATION PRIORITY PLAN NARRATIVE

WEATHERIZATION INSTRUCTIONS:

Priority Plans should be structured to be consistent with your goals identified in Exhibit B, Attachment II, CSD 557D, LIHEAP Weatherization Budget, Sections 5.a. and 5.b. Please describe how you will select dwellings to be weatherized. Consider items such as health and safety issues, scheduling of units within close proximity, and ECIP and HEAP recipients whose homes have not been weatherized. Refer to Exhibit F. Section 9.B., Service Priority of this Agreement, which outlines the service priorities for LIHEAP.

**EXHIBIT H
(Standard Agreement)**

ASSURANCE 16 PRIORITY PLAN NARRATIVE

OUTREACH PRIORITY PLAN NARRATIVE

ASSURANCE 16 AND OUTREACH INSTRUCTIONS:

Assurance 16 Priority Plan should be structured to be consistent with the amounts identified in Exhibit B, Attachment III, CSD 537E, 1.a. Please describe how you will conduct Assurance 16 (needs assessment, client education, counseling, and coordination with utility companies) in your service area.

Outreach Priority Plan should be structured to be consistent with the amounts identified in Exhibit B, Attachment II, CSD 557D, LIHEAP Weatherization Budget, Section 3.a, and Exhibit B, Attachment III, CSD 537E, 4.a and 5.a. Please describe how you will conduct Outreach activities, i.e., outreach materials, advertising, printing, outreach mailers, travel to outreach sites and related facilities, site costs, and referrals, in your service area.

Consider ECIP and HEAP recipients whose homes have not received any program services. Refer to Exhibit F. Section 9. B., Service Priority, of this Agreement, which outlines the service priorities for LIHEAP.

\\cobra\Shared\Contracts\Low Income Home Energy Assistance Program\2004 LIHEAP\Exhibit H, Priority Plans, pages 2 and 3.doc

EXHIBIT I
(Standard Agreement)

DEFINITIONS

GENERAL DEFINITIONS

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Agreement.

CLASS: California LIHEAP Automated Services System.

CLASS Database Transfer: A method used by “precertified” contractors to electronically transmit data from a local database to the CLASS System.

CLASS On-Line Entry: A method that allows contractors to directly input client information into the California LIHEAP Automated Services System.

Contractor: The entity (partnership, corporation, agency, or association) designated on page 1 of this Agreement.

CSD: The Department of Community Services and Development, State of California.

Database Transfer: A method wherein contractors utilize a local database platform to provide CSD with downloaded client data.

Parties: The State of California and the Contractor.

Precertified Contractor: LIHEAP contractors who are approved to use the database transfer method to electronically transmit data from their local database to the CLASS System for the ensuing contract year. To become precertified, contractors must: (1) submit to CSD by November 15 a letter stating their intent to use the database transfer method, and (2) pass CSD’s certification test by December 15.

State: The State of California, Department of Community Services and Development.

Subcontractor: An entity (partnership, corporation, agency, association, or individual) that enters into a subcontract with Contractor to fulfill a portion of the terms of this Agreement.

Subcontracts: Contracts entered into by and between Contractor and Subcontractor to carry out a portion of the purposes of this Agreement.

This Agreement: The complete contents of this contract entered into by and between the State and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

EXHIBIT I
(Standard Agreement)

This Program: Weatherization, HEAP, ECIP, and Assurance 16 services provided under 42 USC 8621, et seq., as amended.

APPLICANT DEFINITIONS

Children: Members of a household who have not attained their nineteenth (19th) birthday.

Person with Disabilities (also known as Disabled Person): Any individual who is: (1) a handicapped individual as defined in Section 7(6) of the Rehabilitation Act of 1973; (2) under a disability as defined in Section 1614(a)(3)(A) or 223(d)(1) of the Social Security Act or in Section 102(7) of the Development Disabilities Services and Facilities Construction Act; or (3) receiving benefits under Chapter 11 or 15 of Title 38 U.S.C.

Dwelling Unit: A house, including a stationary mobile home, an apartment, a group of rooms, or a single room occupied as separate living quarters.

Elderly: An individual 60 years of age or older.

Family Unit: All persons living together in a dwelling unit.

Migrant Farm Worker: A seasonal farm worker who performs or has performed farm work during the eligibility determination period (any consecutive 12-month period within the 24-month period preceding application for program benefits and/or services) which requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day.

American Indian (also known as Native American): Any individual who is a member or a descendant of a member of a North American tribe, band, or other organized group of native people who are indigenous to the continental United States or who otherwise have a special relationship with the United States through treaty, agreement, or some other form of recognition, residing within the State. This includes any individual who claims to be an Indian and who is regarded as such by the Indian community of which he or she claims to be a part. This definition also includes Indians of Alaska.

Seasonal Farm Worker: A person who during the eligibility determination period (any 12-month period within the 24-month period preceding application for program benefits and/or services) was employed at least 25 days in farm work or earned at least \$400 in farm work; and who has been primarily employed in farm work on a seasonal basis, without a constant year-round salary.

Separate Living Quarters: Living quarters in which the occupant(s) do not live and eat with any other person(s) in the structure and which have either: (1) direct access from the outside of the building or through a common hall or (2) complete kitchen facilities for the exclusive use of the occupant(s). The occupant(s) may be a single family, one person living alone, two or more

EXHIBIT I
(Standard Agreement)

families living together, or any other group of related or unrelated persons who share living arrangements.

ENERGY CONSERVATION MEASURES AND ACTIVITY DEFINITIONS

California Certified Inspector/Risk Assessor Contractor: An individual who is certified by the State of California, Department of Health Services, as a lead-related construction Inspector/Risk Assessor.

Certified Lead-Free: Residential property in which it has been determined by a California Certified Inspector/Risk Assessor Contractor to be absent from the presence of lead-based paint.

Certified Lead-Safe: Residential property in which lead-painted surfaces are intact and/or have been treated with measures to stabilize and eliminate lead-paint hazards, and as such, poses no immediate threat to the occupants as determined by a California Certified Inspector/Risk Assessor Contractor.

Client Intake: The act of determining if a person seeking LIHEAP services is eligible for such services. The process of completing an intake form and reviewing applicant documentation includes citizenship verification in order to verify eligibility.

Client Needs Assessment: The act of acquiring any and all additional appropriate information regarding a person who is seeking LIHEAP services AFTER eligibility has been established.

Crisis: Weather-related and/or supply shortage emergencies and other household energy-related emergencies that negatively impact the energy-related economic conditions of low-income households. A crisis can be caused by:

- a. Cold or hot weather related events, such as flood, earthquake, tornado, hurricane, ice storm/freeze; or events meeting such other criteria as the Governor, and/or the President of the United States, at their discretion, and/or their designee, may determine to be appropriate; or
- b. Geopolitical events, such as wars, terrorism, civil disturbances, and embargoes, including geopolitical events that negatively impact the energy-related economic conditions of low-income households.

Di Minimis Levels: The amount of lead paint disturbed in a dwelling is comprised of two (2) square feet per room of interior surfaces, or twenty (20) square feet of exterior surface, or ten percent (10%) of a small component, e.g., window sill, baseboards, and trim. When calculating the di minimis level, the entire surface of the component must be included in the computation. For example, when replacing a 2 x 3 foot window, the di minimus level would be six (6) square feet and would exceed the maximum allowance for interior surfaces and the unit would be subject to HUD Regulation.

EXHIBIT I
(Standard Agreement)

Dwelling Assessment: The process of performing an on-site review of the dwelling unit of an eligible applicant in order to determine the labor and materials necessary to install energy conservation measures.

Electric Base Load Measure: A measure that addresses the energy efficiency and energy usage of lighting or appliances. Allowable electric base load measures are compact fluorescent lamps and fixtures, replacement refrigerators, electric water heaters, microwave ovens, fluorescent torchiere lamps, evaporative cooler installations, and window/wall air conditioner replacement.

Emergency: Either:

- a. A natural disaster;
- b. A significant home energy supply shortage or disruption;
- c. A significant increase in the cost of home energy, as determined by the Secretary;
- d. A significant increase in home energy disconnections reported by a utility, a state regulatory agency, or another agency with necessary data;
- e. A significant increase in participation in a public benefit program such as the food stamp program carried out under the Food Stamp Act of 1977 (7 U.S.C. 2011 et seq.), the national program to provide supplemental security income carried out under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.) or the State temporary assistance for needy families program carried out under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), as determined by the head of the appropriate federal agency;
- f. A significant increase in unemployment, layoffs, or the number of households with an individual applying for unemployment benefits, as determined by the Secretary of Labor;
or
- g. An event meeting such criteria as the secretary, in the discretion of the Secretary, may determine to be appropriate.

Energy Burden: The expenditures of the household for home energy divided by the income of the household.

Energy Conservation Measures: The measures as defined in the CSD Weatherization Installation Standards Manual.

Evaporative Cooler Repairs: Repair or replacement of filter pads, water pumps, belts, motors, or other components that promote efficient operation of the unit.

Filter Replacement: May be a one- or a two-step measure. The one-step measure is to replace the air conditioning or furnace filter with a washable filter, or three disposable filters (install one,

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leave two with the client). The two-step measure includes a filter replacement signal in addition to the filters.

Hazardous Condition: Any condition posing an immediate health and safety threat to the client and/or persons working in the dwelling unit. Hazardous conditions include, but are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related hazards, and electrical hazards as defined in the CSD Inspection Policies and Procedures.

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement (as described in Exhibit B, Attachment I), cleaning of fuel nozzles and jets, adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, or other component repairs or replacements necessary for safe and efficient operation. Must be accomplished by a person licensed to perform such work. Special licensing may be required for the installation and/or repair of Evaporative Cooler, Air Conditioning, Gas and Electric Water Heaters, and HVAC systems if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob-and-tube wiring certification will always require a C-10 license. If required by local jurisdiction, a building permit must be obtained and finalized for vented appliance installations.

Highest Home Energy Needs: The home energy requirements of a household determined by taking into account both the energy burden of such household and the unique situation of such household that results from having members of vulnerable populations, including very young children (0-5), individuals with disabilities, and frail older individuals (60+).

HUD Unit: A housing unit participating in a U.S. Department of Housing and Urban Development (HUD) Assisted Housing Program.

Minor Envelope Repairs: Those repairs necessary for the effective performance or preservation of weatherization materials or to stop infiltration and general heat waste. Contractor shall maintain labor hours cost, materials cost, and required building permits in client's file. Minor envelope repairs include the following:

- a. Patching holes in the building envelope that are too big to caulk (includes replacing attic/crawl space access covers);
- b. Replacement of entrance doors and attendant hardware (except deadbolts) into conditioned areas. (If the original door had a deadbolt and it can be removed and placed on the new door, then labor costs for this activity can be charged.) The installation of deadbolts in conjunction with an exterior door replacement is allowable on rental units only. Reimbursement will be based on the material costs for the door, the deadbolt, and the labor.
- c. Repair, replacement, or installation of doors and windows, including frames, thresholds, doorstops;

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- d. Minor roof repairs, and materials, such as paint, used to protect the materials installed from the weather;
- e. Modification or repair of entrance doors, including doorshoes, door locksets, heavy-duty strike plate when standard size will not work (except deadbolts), rain drips, automatic door bottoms, etc. Reimbursement for deadbolts is not an allowable item when entrance doors are modified or repaired;
- f. Repair or installation of range hood damper and fireplace chimney damper;
- g. Knob-and-tube wiring “Notice of Survey by Electrical Contractor” and installation of simple overcurrent protection per the CSD Low-Income Weatherization Assistance Program Policies and Procedures Manual;
- h. Blower-door-identified infiltration repairs and final testing; and
- i. Air conditioner and/or furnace cleaning.

Mobile Home: A manufactured home that is a permanent, full-time residential dwelling and is not used for commercial purposes.

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate.

Outreach and Its Related Costs: Outreach activities are designed to ensure that eligible households, especially households with elderly and/or disabled individuals with high home energy burdens, are made aware of the assistance available. Costs relating to these activities may include, developing outreach materials (flyer/brochure information packets), advertising costs, printing costs, outreach mailers to targeted households, travel to outreach sites and related facilities, site costs, and the referral of eligible households to assistance providers in the community. Intake and assisting with the completion of an intake form are not considered outreach or a related cost.

Site-built Dwelling: A conventional dwelling unit built on location, differentiated from manufactured (mobile) homes. Also known as stick-built.

Vulnerable Populations: Young children (ages 5 years or under), disabled, and elderly persons (ages 60 or older).

Weatherization Training and Its Related Costs: Weatherization-related training activities are designed to ensure that weatherization crewmembers of the Contractor and Subcontractor are adequately trained in the safe and proper installation of weatherization measures. In particular, employees must be trained in lead-safe weatherization practices and combustion appliance safety

EXHIBIT I
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(CAS) testing procedures. Costs associated with lead-safe weatherization, basic weatherization, blower door diagnostic, and CAS trainings may include time, materials, fees and travel.

Wood-Fueled Stoves and Fireplace Inserts: Wood-fueled stoves and fireplace inserts installed under this program must meet the listing and labeling requirements of the CSD WIS. The recipient and landlord (if applicable) must agree that the stove will remain in the residence where installed. Installation must conform to local fire and building department regulations (Department of Housing and Community Development for Manufactured Homes), must be installed by a person licensed to perform such work, or Contractor must have on file written approval of such installation by a fire department or building inspection official. A building permit is required. A wood-fueled space heater shall not be installed in a dwelling for which natural gas service is available or to replace an existing, safely operating wood-fueled space heater.

EXHIBIT J



CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: Low-Income Home Energy Assistance Program

PERIOD: January 1, 2004 through December 31, 2004

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Title

Signature

Agency/Organization

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of Last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name address of Lobbying Entity (if individual, last name, first, name, MI): <div style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <div style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11: <div style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16 Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Authorized for Local Reproductions

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Included all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

2004 LIHEAP REPORTING FORMS

Please use these forms as masters and distribute them to your programmatic and administrative staff that involved in the 2004 Low-Income Home Energy Assistance Program.

- **Chart of Reporting Due Dates**
- **Sample Household Tally Sheet by Poverty Levels with Instructions for HEAP W/P/O/ FRR and WX**
- **Household Tally Sheet by Poverty Levels for HEAP W/P/O, ECIP W/P/O FRR and WX**
- **2004 LIHEAP Bimonthly Assurance 16/Intake/ECIP/HEAP Expenditure/Activity Report, CSD 670 (Rev. 10/03)**
- **2004 LIHEAP Bimonthly Weatherization Expenditure/Activity Report (and Instructions), CSD 680 (Rev. 10/03)**

2004 LIHEAP SCHEDULE OF REPORT DUE DATES

<u>2004 LIHEAP REPORTS</u>	Bimonthly 1 Jan-Feb	Bimonthly 2 Mar-Apr	Bimonthly 3 May-June	Bimonthly 4 Jul-Aug	Bimonthly 5 Sept-Oct	Bimonthly 6 Nov-Dec	
CSD 670 (Rev. 10/03) - LIHEAP ASSURANCE 16/INTAKE/ECIP/HEAP Bimonthly Expenditure Report	Mar-15-04	May-15-04	Jul-15-04	Sept-15-04	Nov-15-04	Jan-15-05	
CSD 680 (Rev. 10/03) - Weatherization Bimonthly Expenditure/Activity Report	Mar-15-04	May-15-04	Jul-15-04	Sept-15-04	Nov-15-04	Jan-15-05	
Close-out Report	*Due within ninety (90) calendar days after contract expires.						

****All Expenditure/Activity Reports (Rev. 10/03) must be submitted, including those reflecting zero activity.**

10/20/2003

2004 LIHEAP Program Year
SAMPLE HOUSEHOLD TALLY SHEET BY POVERTY LEVELS WITH INSTRUCTIONS
FOR HEAP W/P/O, ECIP W/P/O/ FRR, AND WX
(Based On Federal Fiscal Year 2003 Poverty Guidelines)

Size of Family Unit	POVERTY LEVELS AND MONTHLY GROSS INCOMES				
	75% and Under	75.01% - 100.00%	100.01% - 125.00%	125.01%-150.00%	150.01% and Over
1	< \$561.25	\$561.26 – 748.33	\$748.34 – 935.42	\$935.43 – 1,122.50	\$1,122.51 and up
2	< \$757.50	\$757.51 – 1,010.00	\$1,010.01 – 1,262.50	\$1,262.51 – 1,515.00	\$1,515.01 and up
3	< \$953.75	\$953.76 – 1,271.67	\$1,271.68 – 1,589.58	\$1,589.59 – 1,907.50	\$1,907.51 and up
4	< \$1,150.00	\$1,150.01 – 1,533.33	\$1,533.34 – 1,916.67	\$1,916.68 – 2,300.00	\$2,300.01 and up
5	< \$1,346.25	\$1,346.26 – 1,795.00	\$1,795.01 – 2,243.75	\$2,243.76 – 2,692.50	\$2,692.51 and up
6	< \$1,542.50	\$1,542.51 – 2,056.67	\$2,056.68 – 2,570.83	\$2,570.84 – 3,085.00	\$3,085.01 and up
7	< \$1,738.75	\$1,738.76 – 2,318.33	\$2,318.34 – 2,897.92	\$2,897.93 – 3,477.50	\$3,477.51 and up
8	< \$1,935.00	\$1,935.01 – 2,580.00	\$2,580.01 – 3,225.00	\$3,225.01 – 3,870.00	\$3,870.01 and up

(Note: The dollar amounts shown above will be updated annually on October 1.)

After service has been provided to the client, follow these instructions. A separate tally sheet must be used for each type of service (HEAP W/P/O, ECIP W/P/O/ FRR, WX):

1. In the chart above, find the number of people that are in the client's household using the "Size of Family Unit" column.
2. Follow that line across to find the column that contains the correct range for the client's monthly gross income.
3. Note the poverty level identified at the top of that column.
4. Using the tally sheet below, mark the household once in the correct poverty level column.
5. A total of these households will be reported to CSD on the bimonthly reports.

For example: A client receives HEAP W/P/O service. There are three people in the family with a monthly gross income of \$1,275.00, which is in the 100.01% - 125.00% poverty level range. In the sample chart below, the household is shown as receiving service on 1/04/04 and is recorded in the 100.01% - 125.00% column. (See the checkmark highlighted with a square in the tally sheet below).

SAMPLE TALLY SHEET						
Type of Service—check one: <input checked="" type="checkbox"/> HEAP W/P/O <input type="checkbox"/> ECIP W/P/O/ FRR <input type="checkbox"/> WX						
Dates of Service	P O V E R T Y L E V E L S					Totals
	75.00% and Under	75.01% - 100.00%	100.01% - 125.00%	125.01% - 150.00%	150.01% and Over	
1/4/04	✓✓✓✓	✓✓✓	✓	✓✓	✓✓	12
1/7/04	✓✓	✓✓✓✓	✓✓	✓✓✓	✓✓	13
1/12/04	✓	✓✓	✓✓✓	✓		7
1/14/04	✓✓✓	✓✓✓	✓✓	✓✓	✓✓✓	13
1/20/04	✓✓	✓✓	✓✓✓✓	✓✓✓	✓	12
1/25/04	✓✓✓✓	✓✓✓✓✓	✓✓✓	✓✓	✓✓✓✓	18
1/28/04	✓✓✓	✓✓✓✓	✓✓✓✓✓	✓✓✓	✓	16
Sample Totals	19	23	20	16	13	91

***DO NOT SUBMIT THIS TALLY SHEET TO CSD.**

2004 LIHEAP Program Year
HOUSEHOLD TALLY SHEET BY POVERTY LEVELS
FOR HEAP W/P/O, ECIP W/P/O/ FRR AND WX
(Based On Federal Fiscal Year 2003 Poverty Guidelines)

(Note: The dollar amounts shown above will be updated annually on October 1.)

Size of Family Unit	POVERTY LEVELS AND MONTHLY GROSS INCOMES				
	75.00% and Under	75.01% - 100.00%	100.01% - 125.00%	125.01%-150.00%	150.01% and Over
1	< \$561.25	\$561.26 – 748.33	\$748.34 – 935.42	\$935.43 – 1,122.50	\$1,122.51 and up
2	< \$757.50	\$757.51– 1,010.00	\$1,010.01– 1,262.50	\$1,262.51 – 1,515.00	\$1,515.01 and up
3	< \$953.75	\$953.76 – 1,271.67	\$1,271.68 – 1,589.58	\$1,589.59 – 1,907.50	\$1,907.51 and up
4	< \$1,150.00	\$1,150.01 – 1,533.33	\$1,533.34 – 1,916.67	\$1,916.68 – 2,300.00	\$2,300.01 and up
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6	< \$1,542.50	\$1,542.51 – 2,056.67	\$2,056.68 – 2,570.83	\$2,570.84 – 3,085.00	\$3,085.01 and up
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(Note: The dollar amounts shown above will be updated annually on October 1.)

TALLY SHEET (A separate sheet must be used for each type of service.)						
Type of Service—check one: <input type="checkbox"/> HEAP W/P/O <input type="checkbox"/> ECIP W/P/O/ FRR <input type="checkbox"/> WX						
Dates of Service	P O V E R T Y L E V E L S					Totals
	75.00% and Under	75.01% - 100.00%	100.01% - 125.00%	125.01% - 150.00%	150.01% and Over	
Totals	#	#	#	#	#	#

***DO NOT SUBMIT THIS TALLY SHEET TO CSD.**

**2004 LIHEAP BIMONTHLY WEATHERIZATION
EXPENDITURE/ACTIVITY REPORT
CSD 680 (Rev. 10/03) – INSTRUCTIONS**

Heading

Enter the name of your agency, contract number, report period, and check "Adjustment", if applicable.
Enter the name of the person preparing the report, direct telephone number, fax number, and e-mail address.

Line Items:

When labor, materials, square footage, and linear footage measures are being charged, you must enter the amount in the corresponding rows/columns to obtain credit for the measure/costs. Do not leave the unit of measure and/or the rate columns blank if the measure was installed.

Assessments

- 1.-7. Enter the number of dwellings in the applicable measure/activity. Multiply the number of dwellings times the rate and enter the sum in the "Report Period Expenditure" column.
8. Enter the number of dwellings that received a post inspection during this period. Reimbursement is based on the actual cost of the inspection activity at the \$45.00 per hour labor rate, up to a maximum of \$90.00 per dwelling. Multiply the number of labor hours times the rate and enter the sum in the "Report Period Expenditure" column.

Note Contractor shall perform Post-Weatherization Inspections on twenty-five percent (25%) of the total weatherized dwellings under this service agreement. Post-inspections shall be performed proportional to the number of completed units in a reporting period and shall continue throughout the contract term.

Health and Safety Measures

- 10.-15. Measures are required when safety hazards exist due to combustion appliances being used in the home. Enter the number of dwellings that received these measures. Calculate the cost by adding labor + materials. Enter the sum in the "Report Period Expenditure" column.

Note: When a Vented Heat Source Replacement is performed, in addition to all assessments and other installed weatherization measures, the total maximum investment per dwelling can be increased to \$3,740.00. Carbon Monoxide Alarm is not a carbon monoxide-producing device. It is required when the home operates carbon monoxide producing appliances. If client refuses the installation of a carbon monoxide detector, document the refusal in the client's intake application and have the client initial/sign.

Insulation Measures

- 17.-24. Ceiling and Kneewall Insulation: Enter the number of homes that received ceiling and kneewall insulation materials under the applicable R-value. Calculate the cost by multiplying the square footage times the rate. Enter the sum in the "Report Period Expenditure" column.

Infiltration Reduction and General Heat Waste Measures

- 26.-38. Enter the number of dwellings and the unit of measure as applicable. Calculate the cost by adding labor + materials or multiplying the unit of measure times the rate (where applicable). Enter the sum in the "Report Period Expenditure" column.

Report Adjustment

Enter the report period to be adjusted and check (✓) the box in the Report Adjustment block. Enter the amounts to be adjusted only. Use plus (+) or minus (-) to the left of the amount being adjusted. **Do not include data already reported to CSD.**

**2004 LIHEAP BIMONTHLY WEATHERIZATION
EXPENDITURE/ACTIVITY REPORT
CSD 680 (Rev. 10/03) – INSTRUCTIONS**

Heading

Enter the name of your agency, contract number, report period, and check "Adjustment", if applicable. Enter the name of the person preparing the report, direct telephone number, fax number, and e-mail address.

Line Items:

When labor, materials, square footage, and linear footage measures are being charged, you must enter the amount in the corresponding rows/columns to obtain credit for the measure/costs. Do not leave the unit of measure and/or the rate columns blank if the measure was installed.

Electric Base Load Measures

40.-45. Enter the number of dwellings and the unit of measure as applicable. Calculate the cost by adding labor + materials or multiplying the unit of measure times the rate (where applicable). Enter the sum in the "Report Period Expenditure" column.

Optional Measures

47. -74. Enter the number of dwellings and the unit of measure as applicable. Calculate the cost by adding labor + materials or multiplying the unit of measure times the rate (where applicable). Enter the sum in the "Report Period Expenditure" column.

75. Mileage: Enter the mileage claimed for the period and multiply times the rate. Enter calculated sum under the "Report Period Expenditure" column. If more than one dwelling is weatherized per trip, the mileage credit applies only to the dwelling farthest from the contractor's material storage site or headquarters.

Totals

- 77. Calculate and enter the total of measures reported from pages 3 and 4.
- 78. Enter the **Total Intake Costs** for the reporting period from 2.a on CSD 680, page 1.
- 79. Enter the **Total Outreach Costs** for the reporting period from 4.a on CSD 680, page 1.
- 80. Enter the **Total Training Costs** for the reporting period from 4.b on CSD 680, page 1.
- 82. Enter the costs of materials installed.

Report Adjustment

Enter the report period to be adjusted and check (✓) the box in the Report Adjustment block. Enter the amounts to be adjusted only. Use plus (+) or minus (-) to the left of the amount being adjusted. **Do not include data already reported to CSD.**